Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
J. Lloyd International, Inc.		12/30/2008	CORPORATION:

### RECEIVING PARTY DATA

Name:	Jody L Keener
Street Address:	4520 20th Avenue SW
City:	Cedar Rapids
State/Country:	IOWA
Postal Code:	52404
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Serial Number:	76208324	TINY BUBBLES
Serial Number:	76510102	BUBBLE CHOO CHOO
Serial Number:	76610368	JENNY
Serial Number:	76611932	BIZZY BUDDIES
Serial Number:	76612862	DAKOTA
Serial Number:	78634235	HOTTIES
Serial Number:	71411525	TOOTSIETOY
Serial Number:	71530477	TOOTSIETOY
Serial Number:	71616762	WONDER
Serial Number:	72023180	STROMBECKER
Serial Number:	72233388	MERRY RIDER
Serial Number:	72234334	СНЕМТОУ
Serial Number:	72240706	C-LEAK
Serial Number:	72352250	HITCH-UPS
		TRADEMARK

TRADEMARK

**REEL: 003913 FRAME: 0930** 

Serial Number:	72352251	JAM PAC
Serial Number:	72387576	SUPER SLICKS
Serial Number:	75941839	FIELD KING
Serial Number:	73014175	LIBBY LEE
Serial Number:	73132519	KEEP ON TRUCKING
Serial Number:	73138879	LINDBERG
Serial Number:	73212042	FAT KATS
Serial Number:	73243860	RUBY'S
Serial Number:	73235653	LOTSA'WAYS
Serial Number:	73403124	BUBBLE MAGIC
Serial Number:	73421937	MAGIC WAND
Serial Number:	73490015	GRASSHOPPER
Serial Number:	73643314	WHY NOT PARTY?
Serial Number:	73664537	HARD BODY
Serial Number:	73702154	FIFTH AVENUE GIRL
Serial Number:	73690758	NOGGINS
Serial Number:	73728760	PLANTSTERS
Serial Number:	74125173	FASHION GIRL
Serial Number:	74165475	KID LEAGUE
Serial Number:	74205332	LOVE MY DOLLY
Serial Number:	74337188	HARD BODY DIE-CAST METAL TOUGH!
Serial Number:	74409344	WEIRD-OHS
Serial Number:	74419537	BLOW-LOONS
Serial Number:	74420007	WONDER BOUNCERS
Serial Number:	74504322	TIM MEE TOY
Serial Number:	74529229	MARSHAL
Serial Number:	74419999	LOTSA FUN
Serial Number:	74441949	TIM MEE TOY
Serial Number:	74419536	BUBBLE FORCE
Serial Number:	74418507	COMET FLYER
Serial Number:	74419543	BUBBLE FLYER
Serial Number:	74622606	LIL' GARDENER
Serial Number:	74502173	COLORQUEST
Serial Number:	75036723	LINDBERG
Serial Number:	74086258	MINI-WHEELS

REEL: 003913 FRAME: 0931

Serial Number:	74441919	HEAVY HAULER
Serial Number:	74561137	BRITE-LITE
Serial Number:	75445315	AFTERNOON TEA
Serial Number:	75443550	ENGLISH BREAKFAST
Serial Number:	75495611	PUSH, PEDAL & RIDE TRIKE
Serial Number:	75443825	WEDDING MOMENTS
Serial Number:	75401237	SUPER-SNAP
Serial Number:	75194810	HEARTS 'N HOME
Serial Number:	75442994	LITTLE GOURMET
Serial Number:	75194800	SUZY HOMEMAKER
Serial Number:	75854972	ARE YOU NUTS!?
Serial Number:	75788949	WOOD BUILDERS
Serial Number:	75751144	GROW & RIDE
Serial Number:	75625781	SCOOT & GO
Serial Number:	75625784	MIGHTY WHEELS
Serial Number:	75617044	PULL BACK AND GO
Serial Number:	75511691	SAFE START
Serial Number:	76025690	POWER RIGS
Serial Number:	75636127	TOOTSIETOY FUN PURE AND SIMPLE
Serial Number:	75748669	FUN PURE AND SIMPLE
Serial Number:	75855910	TILT N TURN
Serial Number:	75766866	FUNPURE AND SIMPLE
Serial Number:	75826362	AMERICAN WEST
Serial Number:	76026309	BUBBLE BUGS
Serial Number:	76146938	TERROR-RISERS
Serial Number:	75798553	WONDER GRIP
Serial Number:	78006205	CALI CRUISER
Serial Number:	76156105	AMERICAN PIONEER
Serial Number:	75766656	TOOTSIETOY FUNPURE AND SIMPLE
Serial Number:	76242040	PP
Serial Number:	76308114	LEFT COAST LEGENDS
Serial Number:	76013953	MILLION BUBBLES
Serial Number:	76245964	PLAY-N-PRO
Serial Number:	76488726	SPINE RACERS
Serial Number:	76510125	BUBBLE TORNADO

REEL: 003913 FRAME: 0932

Serial Number:	76510103	TEENY TINY BUBBLES
Serial Number:	76491023	BUBBLE BLIZZARD
Serial Number:	76577869	POCKET HOPPER
Serial Number:	76611938	LITTLE HOUSEKEEPING SET
Serial Number:	76611046	CARSON
Serial Number:	76588293	HIDE AWAY
Serial Number:	78616845	SNAP FIT
Serial Number:	78618233	HOTTIES
Serial Number:	78659048	HYDRAULIC HOPPERS
Serial Number:	78401721	URBAN NATION

### **CORRESPONDENCE DATA**

Fax Number: (319)366-4551

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3193667795

Email: JMcCright@1010crlaw.com

Correspondent Name: Jon M. McCright

Address Line 1: 425 2nd Street S.E., Suite 1010
Address Line 4: Cedar Rapids, IOWA 52401

NAME OF SUBMITTER:	Jon M. McCright
Signature:	/jon m mccright/
Date:	01/06/2009

### **Total Attachments: 59**

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### SECURITY AGREEMENT

AGREEMENT, made December 30, 2008 between J. Lloyd International, Inc., with its chief executive office located at 4520  $20^{th}$  Avenue S.W., Cedar Rapids, Iowa 52404 ("Debtor") and Jody L. Keener, whose address is 4520  $20^{th}$  Avenue S.W., Cedar Rapids, Iowa 52404 ("Secured Party")

### Background

A The Debtor and the other entities comprising the Borrowers are jointly and severally indebted to the Secured Party in the amount of up to Ten Million Dollars (\$10,000,000) as evidenced by the Notes. The Debtor is also contingently liable to the Secured Party pursuant to the Unlimited Guaranty of the Debtor.

B. Io induce the Secured Party to enter into the Credit Agreement, and as a condition to the Advances thereunder, the Debtor has agreed to grant a continuing first priority lien on, and security interest in and to, the Collateral to secure its obligations under the Credit Agreement, the Notes and its Unlimited Guaranty

### Agreement

In consideration of the Background and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound legally, agree as follows:

### **SECTION 1. Definitions**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement. As used herein, the plural includes the singular and the singular includes the plural The following additional terms, as used herein, have the following respective meanings:

"Accountants" means the certified public accountant engaged by the Debtor from time-to-time

"Accounts" means all "accounts" (as defined in the UCC) now owned or hereafter acquired by the Debtor, and shall also mean and include all accounts receivable, other receivables, book debts, notes, drafts and other obligations or indebtedness owing to the

Debtor (other than forms of obligations evidenced by chattel paper, documents or instruments) arising from the sale, lease or exchange of goods or other property by it and/or the performance of services by it or from any other transaction (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the Uniform Commercial Code in effect in any jurisdiction) and all of the Debtor's rights in, to and under all purchase orders for goods, services or other property, and all of the Debtor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due to or to become due to the Debtor under all contracts and purchase orders for the sale, lease or exchange of goods and other property and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor), in each case whether now in existence or hereafter arising or acquired including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing

"Advances" has the meaning set forth in the Credit Agreement

"Assigned Agreements" means each of the agreements listed on the attached Schedule "A"

"Borrowers" means J Lloyd International, Inc , an Iowa corporation

"Chattel Paper" means chattel paper (as defined in the UCC) now owned or hereafter acquired by the Debtor, wherever located

"Closing Date" means the date of this Agreement

"Collateral" has the meaning set forth in Section 3 hereof.

"Copyright" means any material protected understate or federal copyright law

"Copyright License" means any agreement now or hereafter in existence granting to the Debtor any rights related to any Copyright.

"Credit Agreement" means the Credit Agreement dated as of the date hereof between the Borrowers and the Secured Party, as amended, modified or supplemented from time to time

"Debtor" means J Lloyd International, Inc., an Iowa corporation

"Documents" means all "documents" (as defined in the UCC) or other receipts covering, evidencing or representing goods, now owned or hereafter acquired by the Debtor, wherever located, including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts, and other documents of title

"Equipment" means all "equipment" (as defined in the UCC) now owned or hereafter acquired by the Debtor including, without limitation, all machinery, equipment, furnishings, vehicles and computers and other electronic data-processing and other office equipment, and any and all additions, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment, and accessories installed on or affixed to any of the foregoing

"Fixtures" means all "fixtures" (as defined in the UCC) now owned or hereafter acquired by the Debtor, wherever located, and, in any event, including, without limitation, all of the fixtures, systems, machinery, apparatus, equipment and fittings of every kind and nature whatsoever and all appurtenances and additions thereto and substitutions therefor or replacements thereof, now or hereafter attached or affixed to or constituting a part of, or located in or upon, real property wherever located (including, without limitation, all heating, electrical, mechanical, lighting, lifting, plumbing, ventilating, air-conditioning and air cooling, refrigerating, incinerating and power, loading and unloading, signs, escalators, elevators, boilers, communication, switchboards, sprinkler and other fire prevention and extinguishing fixtures, systems, machinery, apparatus and equipment, and all engines, motors, dynamos, machinery, pipes, pumps, tanks, conduits and ducts constituting a part of any of the foregoing, together with all extensions, improvements, betterments, renewals, substitutes, and replacements of, and all additions and appurtenances to any of the foregoing property)

"General Intangibles" means all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by the Debtor including, without limitation, all right, title and interest which the Debtor may now or hereafter have in or under any contracts, customer lists, Intellectual Property, service marks, trade names, business names, corporate names, trade styles, logos and other source or business identifiers, and all applications therefor and reissues, extensions and renewals thereof, rights in intellectual property, interests in and rights to distributions from partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License), all rights and claims in or under insurance policies (including, without limitation, insurance for fire damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key person, and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit accounts and other bank accounts, rights to receive tax refunds, and other payments and rights of indemnification

"Instruments" means all "instruments" (as defined in the UCC), now owned or hereafter acquired by the Debtor, wherever located, including, without limitation, all certificated securities, all certificates of deposit, and all notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, chattel paper

"Intellectual Property" means all Irademarks, Irademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses

"Inventory" means all "inventory" (as defined in the UCC), now owned or hereafter acquired by the Debtor, wherever located, and, in any event, including, without limitation, all inventory, merchandise, goods and other personal property which are held by or on behalf of the Debtor for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including, without limitation, other supplies, and all finished goods

"Secured Party" means Jody L Keener, a resident of the state of Iowa

"Patent License" means any written agreement now or hereafter in existence granting to the Debtor any right to practice any invention on which a Patent is in existence

"Patents" means all the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof

"Permitted Liens" means the Security Interests and the Liens on the Collateral permitted to be created, to be assumed or to exist pursuant to the terms of this Agreement

"Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, the Collateral including, without limitation, all claims of the Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising

"Secured Obligations" means the Obligations, including (a) all principal of and interest, (b) all other amounts payable (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Debtor) by the Debtor hereunder or under the Credit Agreement, the Notes, the Debtor's Unlimited Guaranty and the other Loan Documents, and (c) any renewals or extensions, replacements or substitutions of any of the foregoing

"Security Interests" means the security interests granted pursuant to Section 3 hereof, as well as all other security interests created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement

"Trademark License" means any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and, (iii) all goodwill of the business symbolized by any trademark

"UCC" means the Uniform Commercial Code in effect on the date hereof in the state of Connecticut; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Connecticut, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect or perfection or non-perfection

### **SECTION 2.** Representations and Warranties

The Debtor represents and warrants as follows:

- (a) The Debtor has good and marketable title to all of the Collateral, free and clear of any Liens other than the Permitted Liens, none of which prohibit or interfere with the Debtor's ownership of the Collateral The Debtor has taken all actions necessary under the UCC to perfect its interest in any Accounts purchased or otherwise acquired by it, as against its assignors and creditors of its assignors
- (b) The Debtor has not performed any acts which might prevent the Secured Party from enforcing any of the terms of this Agreement or which would limit the Secured Party in any such enforcement. Other than financing statements or other similar or equivalent documents or instruments with respect to the Security Interests and Permitted Liens, no financing statement, mortgage, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a Lien on such Collateral. No Collateral is in the possession of any Person (other than the Debtor) asserting any claim thereto or security interest therein, except that the Secured Party or its designee may have possession of Collateral as contemplated hereby
- (c) When Financing Statements on Form UCC-1 in appropriate form have been filed in the appropriate offices, which filings have been accomplished on or prior to the Closing Date, the Security Interests shall constitute valid and perfected security interests in the Collateral (except Inventory in transit) to the extent that a security interest therein may be perfected by filing pursuant to the UCC, prior to all other Liens and rights of others therein
- (d) The Inventory and Equipment are insured in accordance with the requirements hereof and of the Credit Agreement
- (e) All Inventory has or will have been produced in compliance with the applicable requirements of the U.S. Fair Labor Standards Act, as amended
- (f) The Debtor has the Patents, Trademarks and registered Copyrights set forth on the attached *Schedule "A"*.
- (g) The Patents, Trademarks and registered Copyrights on Schedule "A" are the only Patents, Trademarks and registered Copyrights to which the Debtor has title or rights

### SECTION 3. The Security Interests

- (a) To secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of the Debtor hereunder and under the Credit Agreement, the Notes and the Debtor's Unlimited Guaranty and the agreements executed or delivered in connection therewith, the Debtor hereby grants to the Secured Party a continuing security interest in and to all of the following property of the Debtor, whether now owned or existing or hereafter acquired by or arising in favor of the Debtor (including, without limitation, under any tradenames, styles or divisions thereof) and whether owned or consigned by, or leased to, the Debtor, regardless of where located (all being collectively referred to as the "Collateral"):
  - (i) Accounts;
  - (ii) Chattel Paper;
  - (iii) All contracts, undertakings, or agreements (other than rights evidenced by chattel paper, documents or instruments) in or under which the Debtor may now hereafter have any right, title or interest including, without limitation, any agreement relating to the terms of payment or the terms of performance of any amount of the Debtor;
    - (iv) Documents;
    - (v) Equipment;
    - (vi) Fixtures;
    - (vii) General Intangibles;
    - (viii) Instruments;
    - (ix) Intellectual Property;
    - (x) Inventory;
    - (xi) All money, cash or cash equivalents of the Debtor;
  - (xii) All books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of the Debtor pertaining to any of the Collateral;
  - (xiii) All other goods and personal property of the Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, cosigned by or to, or acquired by the Debtor, and wherever located;
  - (xiv) To the extent not otherwise included, all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing

### (xv) All Assigned Agreements; and

- (xvi) All Proceeds of all or any of the Collateral described in clauses (i) through (xvi) hereof
- (b) The grant of the security interests set forth in subsection (a) above shall be deemed to encompass all names under which the Debtor has conducted, or is presently conducting business
- (c) The Security Interests are granted as security only and shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction in connection therewith

### SECTION 4. Further Assurances: Covenants

(a)

- (i) The Debtor will not change the location of its chief executive office or chief place of business unless it shall have given the Secured Party 30 days prior notice thereof and delivered an opinion of counsel with respect therein in accordance with Section 4(n) hereof, or the locations where it keeps or holds any Collateral or any records relating thereto from the application locations described in the Credit Agreement unless either (1) the cost or market value (whichever is higher) of the Collateral in such new location is less than \$2,500 in any one instance and \$10,000 in the aggregate for all instances, or (2) the Debtor shall have given the Secured Party 30 days prior notice of such change of location and, if requested by the Secured Party, delivered an opinion of counsel with respect thereto in accordance with Section 4(n) hereof. The Debtor shall not in any event change the location of any Collateral if such change would cause the Security Interests in such Collateral to lapse or cease to be perfected
- (ii) The Debtor will not change its name, identity or partnership structure in any manner unless it shall have given the Secured Party 30 days prior notice thereof and delivered an opinion of counsel with respect thereto in accordance with Section 4(n) hereof
- (b) The Debtor will, from time-to-time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, security agreement, or other agreement or other paper and take any other action (including, without limitation, any filings with the United States Patent and Trademark Office or the United States Copyright Office and any filings of Financing Statements on Form UCC-1 or Continuation Statements on Form UCC-2 or UCC-3 under the UCC) that from time-to-time may be necessary or desirable, or that the Secured Party may request, to create,

preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or security interests in any Intellectual Property which the Debtor acquires after the Closing Date, or to enable the Secured Party to obtain the full benefits of this Agreement, or to enable the Secured Party to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral To the extent permitted by law, the Debtor hereby authorizes the Secured Party to execute and file Financing Statements on Form UCC-1 or Continuation Statements on Form UCC-2 or UCC-3 without the Debtor's signature appearing thereon. The Debtor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a Financing Statement is sufficient as a Financing Statement. The Debtor shall pay the costs of, or incidental to, any recording or filing of any Financing or Continuation Statements or any filing or recording of any document or agreement at the United States Patent and Trademark Office or United States Copyright office concerning the Collateral

- (c) If any Collateral is at any time in the possession or control of any warehouseman, bailee or any of the Debtor's agents or processors, the Debtor shall (i) notify such warehouseman, bailee, agent or processor of the Security Interests created hereby and (ii) instruct such warehouseman, bailee, agent or processor to hold all such Collateral for the Secured Party's account subject to the Secured Party's instructions.
- (d) The Debtor shall keep (and make available to the Secured Party on its request) full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Secured Party may reasonably require to reflect the Security Interests, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. For the Secured Party's further security, the Debtor agrees that the Secured Party shall have a security interest in all of the Debtor's books, records and computer software pertaining to the Collateral and, upon the occurrence and during the continuance of any Event of Default, the Debtor shall, at the Secured Party's request, deliver and turn over any such books and records to the Secured Party (or to its representatives) The Secured Party shall have the right, exercisable as frequently as the Secured Party (or its representatives) determines to be appropriate, during normal business hours (or at such other times as may reasonably be requested by the Secured Party or its representatives), to inspect, audit and make photocopies, printouts and extracts from all of the Debtor's records, files, books, correspondence and computer software, and the Debtor agrees to render to the Secured Party (or its representatives), at the Debtor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto
- (e) The Debtor will immediately deliver and pledge each Instrument to the Secured Party, appropriately endorsed to the Secured Party, provided that so long as no Event of Default shall have occurred and be continuing, the Debtor may retain for collection in the ordinary course any Instruments (other than checks and drafts constituting payments in respect of Accounts) received by it in the ordinary course of business and the Secured Party shall, promptly upon request of the Debtor, make appropriate arrangements for making any other Instrument pledged by the Debtor available to it for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate to the Secured Party, against a trust receipt or like document).

- (f) The Debtor shall use its best efforts to cause to be collected from the Account Debtors, as and when due, any and all amounts owing under or on account of each Account (including, without limitation, Accounts which are delinquent, such Accounts to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Account, except that, unless an Event of Default has occurred and is continuing, the Debtor may allow in the ordinary course of business as adjustments to amounts owing under its Accounts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which the Debtor finds appropriate in accordance with sound business judgment and (ii) a refund of credit due as a result of returned or damaged merchandise, all in accordance with the Debtor's ordinary course of business consistent with its historical collection practices. The costs and expenses (including, without limitation, attorneys' fees) of collection incurred by the Debtor and costs and expenses (including, without limitation, attorneys' fees) of collection, if any, incurred by the Secured Party, shall be borne by the Debtor.
- (g) Upon the occurrence and during the continuance of any Event of Default, upon request of the Secured Party, the Debtor will promptly notify (and the Debtor hereby authorizes the Secured Party so to notify) each Account Debtor in respect of any Account or Instrument that such Collateral has been assigned to the Secured Party hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Secured Party or its designee, and the Debtor agrees that upon the Debtor's failure to so notify, the Secured Party shall have the right to so notify Account Debtors. The Debtor agrees that if the Debtor receives payments directly from an Account Debtor subsequent to the occurrence of an Event of Default, then the Debtor shall hold the proceeds received from such collections in trust for the Secured Party, without commingling the same with other funds of the Debtor and shall turn over the same to the Secured Party immediately upon receipt in the identical form received
- (h) The Debtor shall, (i) on or prior to the date hereof in the case of Equipment now owned, and (ii) within 10 days of acquiring any other Equipment, deliver to the Secured Party any and all certificates of title, applications for title or similar evidence of ownership, if any, of such Equipment and shall cause the Secured Party to be named a lienholder on any such certificate of title or other evidence of ownership. The Debtor shall promptly inform the Secured Party of any additions to, or deletions from, the Equipment and shall not permit any such items to become a Fixture to real estate or an accession to other personal property
- (i) The Debtor will not (i) sell, lease, exchange, assign, license or otherwise dispose of, or grant any option with respect to, any Collateral or (ii) create, incur or suffer to exist any lien with respect to any Collateral, except for the Permitted Liens
- (j) The Debtor has caused the Secured Party to be named as an insured party and loss payee on each insurance policy covering risks relating to any of its Inventory and Equipment and will take such steps necessary to ensure the continuance of such actions subsequent to the date hereof. The Debtor will deliver to the Secured Party, upon request of the Secured Party, the insurance policies for such insurance. Each such insurance policy shall include effective waivers by the insurer of subrogation and of all claims for insurance premiums against the Secured Party, provide that all insurance proceeds shall be adjusted with and payable to the Secured Party and provide that no

cancellation or termination thereof shall be effective until at least 60 days have elapsed after receipt by the Secured Party of written notice thereof

- (k) The Debtor will, promptly upon request, provide to the Secured Party all information and evidence the Secured Party may reasonably request concerning the Collateral, and in particular, the Accounts, to enable the Secured Party to enforce the provisions of this Agreement
- (1) The Secured Party shall have the right to make test verifications of the Accounts and physical verifications and appraisals of the Inventory and other Collateral in any manner and through any medium that it considers advisable, and the Debtor agrees to furnish all such assistance and information as the Secured Party may require in connection therewith. The Secured Party may at any time in the Secured Party's own name, or in the name of the Debtor, communicate with Account Debtors, parties to contracts, obligors in respect of Instruments and obligors in respect of Chattel Paper to verify with such Persons, to the Secured Party's satisfaction, the existence, amount and terms of any such Accounts, contracts, Instruments or Chattel Paper. Upon the occurrence and continuation of an Event of Default, the Debtor, at its own expense, shall cause the Accountants then engaged by the Debtor, to prepare and deliver to the Secured Party at any time and from time to time promptly upon the Secured Party's request the following reports: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as the Secured Party may request The Debtor, at its own expense, shall cause the Accountants to deliver to the Secured Party the results of any physical verification of all or any portion of its Inventory made or observed by such Accountants when and if such verification is conducted
- (m) The Debtor shall notify the Secured Party immediately (i) of its acquisition after the Closing Date of any registered Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License and (ii) if it knows, or has reason to know, that any application or registration relating to any Copyright, Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent or Irademark Office, United States Copyright Office or any court) regarding the Debtor's ownership of any Copyright, Patent or Trademark, its right to register the same, or to keep and maintain the same In the event that any Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License is infringed, misappropriated or diluted by a third party, the Debtor shall notify the Secured Party promptly after it learns thereof and shall, unless the Debtor shall reasonably determine that any such action would be of negligible economic value, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as the Debtor shall reasonably deem appropriate under the circumstances to protect such Copyright, Copyright License, Patent, Patent License, Trademark or Trademark License In no event shall the Debtor, either itself or through any agent, employee or licensee, file an application for the registration of any Copyright, Patent or Trademark with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless not less than 30 days prior thereto it informs the Secured Party, and, upon request of the Secured Party, executes and delivers any and all agreements, instruments, documents and papers the Secured Party may request to

evidence the Security Interests in such Copyright, Patent or Trademark and the goodwill and general intangibles of the Debtor relating thereto or represented thereby, and the Debtor hereby constitutes and appoints the Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable until the Secured Obligations are paid in full

- (n) Not more than 60 days and not less than 30 days prior to (i) each anniversary of the Closing Date during the term of this Agreement (if requested by the Secured Party) and (ii) each date on which the Debtor proposes to take any action contemplated by Section 4(a)(i)(X) or Section 4(a)(ii) or, if requested by the Secured Party in accordance with such Section, Section 4(a)(i)(Y), the Debtor shall, at its cost and expense, cause to be delivered to the Secured Party an opinion of counsel, in form and substance satisfactory to the Secured Party, to the effect that all Financing Statements and amendments or supplements thereto, and Continuation Statements and other documents required to be recorded or filed to perfect and protect the Security Interests for a period, specified in such opinion, continuing until a date not earlier than 18 months from the date of such opinion, against all creditors of and purchasers from the Debtor, have been filed in each filing office necessary for such purpose and that all filing fees and taxes, if any, payable in connection with such filings have been paid in full
- (o) From time to time and upon request by the Secured Party, the Debtor shall, at its cost and expense, cause to be delivered to the Secured Party an opinion of counsel, satisfactory to the Secured Party as to such matters relating to the transactions contemplated hereby as the Secured Party may reasonably request

### **SECTION 5.** Assigned Agreements

The Debtor represents, warrants and agrees as follows:

- (a) The Assigned Agreements constitute the legal, valid and binding obligations of the Debtor and, to the best of its knowledge, the other parties thereto, enforceable in accordance with their respective terms
- (b) The Debtor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement to be performed by the Debtor under the Assigned Agreements
- (c) At the request of the Secured Party, and at the sole cost and expense of the Debtor, the Debtor will enforce or secure the performance of each and every obligation, covenant, condition and agreement contained in the Assigned Agreements to be performed by the other parties thereto

- (d) The Debtor will not modify, amend or agree to vary any of the Assigned Agreements in any material respect or otherwise act or fail to act in a manner likely (directly or indirectly) to entitle any party thereto to claim that the Debtor is in default under the terms thereof.
- (e) The Debtor will not terminate or permit the termination of any Assigned Agreement, except in accordance with its terms
- (f) Without the prior written consent of the Secured Party, the Debtor will not waive or in any manner release or discharge any party to any Assigned Agreement from any of the material obligations, covenants, conditions and agreements to be performed by it under such Assigned Agreement including, without limitation, the obligation to make all payments in the manner and at the time and places specified
- (g) If the Secured Party so requests, the Debtor will hold any payments received by it which are assigned and set over to the Secured Party by this Agreement for and on behalf of the Secured Party and, in accordance with the Credit Agreement, turn them promptly over to the Secured Party forthwith in the same form in which they are received for application in accordance with the terms and conditions of this Agreement and the Credit Agreement
- (h) The Debtor will appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the Assigned Agreements or the obligations, duties or liabilities of the Debtor and any assignee thereunder
- (i) Should the Debtor fail to make any payment under the Credit Agreement, the Notes or the Unlimited Guaranty, or to do any act as herein provided, the Secured Party may (but without obligation on the Secured Party's part to do so and without notice to or demand on the Debtor and without releasing the Debtor from any obligation hereunder) make or do the same in such manner and to such extent as the Secured Party may deem necessary to protect the security interests provided hereby, including specifically, without limiting the general powers, the right to appear in and defend any action or proceeding purporting to affect the security interests as provided hereby and the Debtor, and the Secured Party may also perform and discharge each and every obligation, covenant and agreement of the Debtor contained in any Assigned Agreement and, in exercising any such powers, pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees
- (j) Upon the request of the Secured Party, the Debtor will send to the Secured Party copies of all notices, documents and other papers furnished or received by it with respect to any of the Assigned Agreements

SECTION 6. General Authority

- (a) The Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby grants to Secured Party the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, and at any time, to do the following:
  - (i) in the name of the Debtor, in its own name or otherwise, take possession of, endorse and receive payment of any checks, drafts, notes, acceptances, or other Instruments for the payment of monies due under any Collateral;
  - (ii) continue any insurance existing pursuant to the terms of this Security Agreement, and pay all or any part of the premiums therefor and the costs thereof; and
  - (iii) receive payment of any and all monies, claims, and other amounts due or to become due at any time arising out of or in respect of any Collateral
- (b) The Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby grants to Secured Party the power and right, on behalf of the Debtor, without notice to or assent by Debtor, upon the occurrence and during the continuance of an Event of Default, to do the following:
  - (i) ask, demand, collect, receive and give acquittances and receipts for any and all money due or to become due under any Collateral;
  - (ii) pay or discharge taxes, liens, security interest, or other encumbrances levied or placed on or threatened against the Collateral;
  - (iii) effect any repairs or obtain any insurance called for by the terms of the Credit Agreement and pay all or any part of the premiums therefor and costs thereof;
  - (iv) direct any party liable for any payment under or in respect of any of the Collateral to make payment of any and all monies due or to become due thereunder, directly to Secured Party or as Secured Party shall direct;
  - (v) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with accounts and other documents constituting or related to the Collateral;

- (vi) settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Secured Party may deem appropriate;
- (vii) file any claim or take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such monies due under any Collateral whenever payable;
- (viii) commence and prosecute any suits, actions or proceedings of law or equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;
- (ix) defend any suit, action or proceeding brought against the Debtor with respect to any Collateral if the Debtor does not defend such suit, action or proceeding or if Secured Party believes that the Debtor is not pursuing such defense in a manner that will maximize the recovery with respect to such Collateral;
- (x) license or, to the extent permitted by an applicable license, sublicense whether general, specific or otherwise, and whether on an exclusive or non-exclusive basis, any Copyright, Patent or Trademark throughout the world for such or terms on such conditions and in such manner as Secured Party shall, in its sole discretion, determine; and
- (xi) sell, transfer, pledge, make any agreement with respect to, or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and the Debtor's expense, at any time, or from time to time, all acts and things which Secured Party reasonably deems necessary to perfect, preserve, or realize upon the Collateral and Secured Party's Lien thereon in order to effect the intent of this Security Agreement, all as fully and effectively as the Debtor might do
- (c) The Debtor hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this Section 6 is a power coupled with an interest and shall be irrevocable until the Secured Obligations are paid or otherwise satisfied in full.
- (d) The powers conferred on Secured Party hereunder are solely to protect Secured Party's interests in the Collateral and shall not impose any duty upon it to exercise any such powers Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and none of its officers, directors, employees, agents or representatives shall be responsible to the Debtor for any act or failure to act, except for their own gross negligence or willful misconduct
- (e) The Debtor also authorizes Secured Party, at any time and from time to time, to (i) communicate in its own name with any party to any contract with regard to the assignment of the right, title and interest of the Debtor in and under the contracts and other matters relating thereto, and (ii) execute, in connection with the sale provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral

### SECTION 7. Remedies upon Event of Default

- (a) If any Event of Default has occurred and is continuing, the Secured Party may exercise all rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, the Secured Party may, without being required by mandatory provisions of law, (i) withdraw all monies, investments, if any, or cash in any blocked account and apply the same as specified in Section 9 hereof, and (ii) if there shall be no such monies, investments or cash or if such monies, investments or cash shall be insufficient to pay all the Secured Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as the Secured Party may deem satisfactory The Secured Party or any Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations or if otherwise permitted under applicable law, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. The Debtor will execute and deliver such documents and take such other action as the Secured Party deems necessary or advisable so that any such sale may be made in compliance with law. Upon any such sale, the Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold Fach purchaser at any such sale shall hold the Collateral so sold to it absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption of the Debtor which, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by Section 6 shall (1) in case of a public sale, state the time and place fixed for such sale, and (2) in the case of a private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Party may fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels, as the Secured Party may determine. The Secured Party shall not be obligated to make any such sale pursuant to any such notice The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the selling price is paid by the purchaser thereof, but the Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice The Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. The Debtor shall remain liable for any deficiency
- (b) For the purpose of enforcing any and all rights and remedies under this Agreement, the Secured Party may (i) require the Debtor to, and the Debtor agrees that it will, at its expense and upon the request of the Secured Party, forthwith assemble all or any part of the Collateral as directed by the Secured Party and make it available at a

place designated by the Secured Party which is, in its opinion, reasonably convenient to the Secured Party and the Debtor, whether at the premises of the Debtor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premises where any of the Collateral is or may be located, and without charge or liability to it seize and remove such Collateral from such premises, (iii) have access to and use the Debtor's books and records relating to the Collateral, and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by the Debtor, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Secured Party deems appropriate and, in connection with such preparation and disposition, use without charge any trademark, trade name, copyright, patent or technical process used by the Debtor

- (c) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,
  - (i) the Secured Party may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks throughout the world for such term or terms, on such conditions and in such manner as the Secured Party shall in its sole discretion determine;
  - (ii) the Secured Party may (without assuming any obligations or liability thereunder), at any time and from time-to-time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Debtor in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and the Debtor hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereof; and
  - (iii) upon request by the Secured Party, the Debtor will execute and deliver to the Secured Party a power of attorney, in form and substance satisfactory to the Secured Party, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark. In the event of any such disposition pursuant to this Section, the Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, or the products or services made or rendered in connection with Copyrights, and its customer lists and other records relating to such Copyrights, Patents or Trademarks and to the distribution of said products, to the Secured Party

### SECTION 8. Limitation on Duty of Secured Party in Respect of Collateral

Beyond the safe custody thereof, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party shall be deemed to have exercised reasonable

care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other Secured Party or bailee selected by the Secured Party in good faith

### SECTION 9. Application of Proceeds

Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by the Secured Party in the following order of priorities:

first, to payment of the expenses of such sale or other realization, including reasonable compensation to the Secured Party and counsel for the Secured Party, and all expenses, liabilities and advances incurred or made by the Secured Party in connection therewith, and any other unreimbursed expenses for which the Secured Party is to be reimbursed under the Credit Agreement or Section 10 hereof and unpaid fees owing to the Secured Party under the Credit Agreement;

second, to the payment of accrued but unpaid interest (including postpetition interest) on the Secured Obligations in accordance with the provisions of the Credit Agreement;

thit d, to the payment of unpaid principal of the Secured Obligations;

fourth, to the payment of all other Secured Obligations, until all Secured Obligations shall have been paid in full; and

finally, to payment to the Debtor or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds

The Secured Party may make distributions of the foregoing proceeds in cash or in kind or, on a ratable basis, in any combination thereof.

### **SECTION 10.** Expenses

In the event that the Debtor fails to comply with the provisions of the Credit Agreement, the Debtor's Unlimited Guaranty, this Agreement or any other agreements executed and delivered by the Debtor in connection therewith or herewith, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Secured Party may, but shall not be required to, effect such compliance on behalf of the Debtor, and the Debtor shall reimburse the Secured Party for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining and shipping the Collateral, any and all excise, stamp, transfer, property, sales, and use taxes

imposed by any state, federal or local authority or any other governmental authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral or in respect of the sale or other disposition thereof shall be borne and paid by the Debtor; and, if the Debtor fails to promptly pay any portion thereof when due, the Secured Party may, at its option, but shall not be required to, pay the same, and the Debtor agrees to reimburse the Secured Party on demand. All sums so paid or incurred by the Secured Party for any of the foregoing and any and all other sums for which the Secured Party may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Secured Party in enforcing or protecting the Security Interests or any of its rights or remedies thereon shall be payable by the Debtor on demand and shall bear interest (after as well as before judgment) until paid at the Default Rate (as defined in the Credit Agreement) and shall be additional Secured Obligations hereunder

### SECTION 11. Termination of Security Interests: Release of Collateral

- (a) Upon the indefeasible cash repayment in full of all Secured Obligations and the termination of all obligations of the Debtor under the Credit Agreement, the Security Interests shall terminate and all rights to the Collateral shall revert to the Debtor At any time and from time-to-time prior to such termination of the Security Interests, the Secured Party may release any of the Collateral Upon any such termination of the Security Interests or release of Collateral, the Secured Party will, at the expense of the Debtor, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be
- (b) Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should a petition be filed by or against the Debtor for liquidation or reorganization, should the Debtor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any holder of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned

### **SECTION 12. Notices**

All notices and other communications provided for hereunder shall, unless otherwise stated herein be in writing (including telecopier, telegraphic, telex, cable communication) and mailed, telecopied, telegraphed, telexed, cabled or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or at such other address as

shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall, when mailed, telecopied, telegraphed, telexed or cabled, be effective when deposited in the mail, telecopied, delivered to the telegraph company, confirmed by telex answerback or delivered to the cable company, respectively, in each case addressed as aforesaid

### SECTION 13. Waivers, Non-Exclusive Remedies

No failure on the part of the Secured Party to exercise, and no delay in exercising and no course of dealing with respect to, any right under the Credit Agreement, the Debtor's Unlimited Guaranty, this Agreement or any other agreements executed and delivered in connection therewith or herewith shall operate as a waiver thereof; nor shall any single or partial exercise by the Secured Party of any right under the Credit Agreement, the Debtor's Unlimited Guaranty, this Agreement or any other agreements executed and delivered in connection therewith or herewith preclude any other or further exercise thereof or the exercise of any other right. The rights in this Agreement, the Debtor's Unlimited Guaranty, the Credit Agreement and the other agreements executed and delivered in connection therewith or herewith are cumulative and are not exclusive of any other remedies provided by law.

### SECTION 14. Successors and Assigns

This Agreement is for the benefit of the Secured Party and its succes sors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on the Debtor and its successors and assigns; provided that the Debtor may not assign any of its rights or obligations hereunder without the prior written consent of the Secured Party

### SECTION 15. Changes in Writing

Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only in writing signed by the Debtor and the Secured Party

### SECTION 16. Governing Law

IHIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, EXCEPT AS OTHER WISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAW OF ANY

JURISDICTION OTHER THAN CONNECTICUT ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION

### SECTION 17. Prejudgment Remedy Waivers

THE DEBTOR ACKNOWLEDGES THAT THE TRANSACTIONS EVIDENCED BY THIS AGREEMENT ARE COMMERCIAL TRANSACTIONS AND WAIVES ITS RIGHT TO NOTICE AND HEARING AS ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE SECURED PARTY MAY DESIRE TO USE, AND FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF ANY RENEWALS OR EXTENSIONS. THE DEBTOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS. THE DEBTOR FURTHER CONSENTS TO THE ISSUANCE OF ANY SUCH PREJUDGMENT REMEDIES WITHOUT A BOND AND AGREES NOT TO REQUEST OR FILE MOTIONS SEEKING TO REQUIRE THE POSTING OF A BOND UNDERPUBLIC ACT 93-431 IN CONNECTION WITH SECURED PARTY'S EXERCISE OF ANY PREJUDGMENT REMEDY

### **SECTION 18.** Jury Trial Waiver

THE DEBTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. THE DEBTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SFEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18 AND THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS

### SECTION 19. Severability.

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Party to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the

invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other. This Agreement is to be read, construed and applied together with the Credit Agreement, all Guaranties and the other documents executed or delivered in connection with the transactions contemplated hereby which, taken together with respect to the matters referred to herein and therein, set forth the complete understanding and agreement of the Secured Party and the Borrowers

The parties hereto have executed this Agreement as of the date first above written

J Lloyd International, Inc.

1/1/1/1/

Debtoi/

Jory L. Keener

Secured Party

### Schedule "A" to Security Agreement

### Trademarks

### I FEDERAL TRADEMARKS

All trademarks described or		
depicted or referred to on the		
attached sheets		
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### II STATE TRADEMARKS

All trademarks described or depicted or referred to on the attached sheets

### J. Lloyd Infernational, Inc.

MarkName		ApplicationNumber 1	RegistrationNumber	<b>PublicationDate</b>
CountryName		ApplicationDate	RegistrationDate	ExpirationDate
LINDBERG		2,205,635	1,815,250	
Argentina		1/8/2001	1/8/2001	1/8/2011
ClientName	J. Llovd International, Inc.	DocketNumber 18452-1-110	REG NAT	Registered
Attorney/vame Asent/vame	KODBIT W. HOKB	Class # ClassType Goods		
c		HOBBY KITS, INCLUDING PLA KITS AND BOAT HOBBY KITS	STIC HOBB	NE HOBBY
HARD BODY	<b>&gt;-</b>	672522	67252	stratus sidelita comerce accesso accesso safety. Accesso pro-
Australia		9/14/1995	9/14/1995	9/14/2012
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-F6	REG NAT	Registered
Anorneywane AventName	Cullens	Class # ClassType Goods		
Ę		028 International TOYS, GAMES AND PLAYTHINGS, CHILDREN'S TOYS AND TOY VEHICLES	INGS, CHILDREN'S TOYS AN	ртоу
LINDBERG		724,144	724,144	And the state of t
Ausfralia		12/16/1996	12/16/1996	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-109	REG NAT	Registered
Anorneywame AventName	Davies Collison Cave	Class # ClassType Goods		
		028 International TOY MODEL HOBBYCRAFT KITS	(ITS	
MR. BUBBLES	ËS	672520	672520	Albert (Medit disease accuse accuse as a particular disease).
Australia		9/14/1995	9/14/1995	9/14/2012
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-F17	REG NAT	Registered
AttorneyName AgentName	Robert W. Hake Cullens	Class # ClassType Goods		
¢		028 International BUBBLE BLOWING TOYS AND BUBBLE FORMING FLUID INTENDED PRIMARILY FOR CHILDREN'S USE	ID BUBBLE FORMING FLUID S USE	INTENDED

TRADEMARK REEL: 003913 FRAME: 0957

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# TRADEMARKS FOR OWNER J. Lloyd International, Inc.

MarkName			Application Number	Vumber	RegistrationNumber	mher	PublicationDate
СоиппрМате			ApplicationDate	nDate	RegistrationDate	ate	ExpirationDate
TOOTSIETOY	λ(		518080	80	518080		
Australia			8/29/1989	686	8/29/1989		8/29/2016
ClientName	J. Lloyd International, Inc. Robert W. Hoke	Docke	DocketNumber	18452-1-F18	REG	NAT	Registered
Anorneywame AgentName	Davies Collison Cave	Class # ClassType	Goods	<b>5</b> 0			
		028 International	TOYS AND GAN MCLUDING AU- BOATS; BUBBLI FORMING BUBE TOY GUNS AND	IES, INCLUD FOMOBILES, E PIPES, INS RLES, PADDI	TOYS AND GAMES, INCLUDING MINIATURE TOY VEHICLES INCLUDING AUTOMOBILES, TRUCKS, TRACTORS, AIRPOLANES, BOATS; BUBBLE PIPES, INSTRUMENTS AND SOLUTIONS FOR FORMING BUBBLES, PADDLE BALLS, JUMP ROPES AND JACK SETS; TOY GUNS AND HOLSTER SETS; WOODEN PRESCHOOL TOYS AND PUZZLES	NY VEHICLE RS, AIRPO COLUTIONS OPES AND, TESCHOOL	SS LANES, FOR JACK SETS; TOYS AND
TOOTSIETOY	λ(		1131583	183	1131583		
Australia			8/25/2006	900	4/16/2007		8/25/2016
ClientName	J. Lloyd International, Inc.	Dock	DocketNumber	18452-1-F39	REG	NAT	Registered
Attorney/Name	Robert W. Hoke						
AgentName	Davies Collison Cave	Class # ClassType	Coods	<b>5</b> 4			
		028 international	TOYS AND GAMES AND PLAYTHIN VEHICLES INCLUDING AUTOMOBIL AIRPLANES, BOATS, BUBBLE PIPE SOLUTIONS FOR FORMING BUBBL AND JACK SETS, TOY GUNS AND PRESCHOOL TOYS AND PUZZLES	IES AND PLAUDING AUTING AUTING AUTING AUTING AUTING AUTING R FORMING S, TOY GUNS	TOYS AND GAMES AND PLAYTHINGS, INCLUDING MINIATURE TOY VEHICLES INCLUDING AUTOMOBILES, TRUCKS, TRACTORS, AIRPLANES, BOATS, BUBBLE PIPES, INSTRUMENTS AND SOLUTIONS FOR FORMING BUBBLES, PADDLE BALLS, JUMP ROPES AND JACK SETS, TOY GUNS AND HOLSTER SETS, WOODEN PRESCHOOL TOYS AND PUZZLES	ING MINIA S, TRACTO MENT'S AND E BALLS, M	TURE TOY RRS, JMP ROPES DEN
BUBBLE BLIZZARD	JZZARD		1,329,853	853	TMA716,554		9/12/2007
Canada			12/29/2006	2006	6/12/2008		6/12/2023
ClientName	J. Lloyd International, Inc.	Dock	DocketNumber	18452-1-F42	REG	NAT	Registered
Anorney/vame Aeent/vame	Cassan Madean	Class # ClassType	Goods	>			
c			BUBBLE MAKING TOYS	G TOYS			

TRADEMARKS FOR OWNER

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# TRADEMARKS FOR OWNER

## J. Lloyd International, Inc.

Markivame		ApplicationNumber		RegistrationNumber		PublicationDate
CountryName		ApplicationDate		RegistrationDate		ExpirationDate
FASHION GIRL	RL	0680730		TMA415924		Stratiski i i i i i i i i i i i i i i i i i i
Canada		4/25/1991		8/27/1993		8/27/2023
CllentName	<ol> <li>Lloyd International, Inc. Robert M. Hoke</li> </ol>	DocketNumber 184	18452-1-F4		NAT	Registered
Agent/Vame	Cassan Maclean	Cluss # ClussType Goods				
       		International DOLL ACCESSORIES	Ş			
HEAVY HAULER	LER	0748537		TMA459661		
Canada		3/1/1994		6/21/1996		6/21/2011
ClientName	J. Lloyd International, Inc.	DocketNumber 184	18452-1-F7	REG N	NAT	Registered
AttorneyName	Robert W. Hoke	Clase # Clase Dina				
Agemivame	Cassast Macleal	International TOYS, NA	Y CONSTRU	CTION VEHICLES / / SETS	AND TOY	
LINDBERG	· Managaman interior. Addition. College of commun.	0800528	Berlik AbAbb	TWA503676	and comments and the comments of the comments	Colonia Colonia Marrier annua annuar annuar annuar
Canada		12/22/1995	10	11/5/1998		11/5/2013
ClientName	J. Lloyd International, Inc.	DocketNumber 184	18452-1-108	N SEG	NAT	Registered
AttorneyName	Robert W. Hoke					
AgentName	Cassan Madean	Class # ClassType Goods				
Appropriate company defining managers and an account.		HOBBY KITS, INCLUDING PLASTIC HOBBY KITS, AIRPLANE HOBBY KITS AND BOAT HOBBY KITS	JOING PLAST DBBY KITS	тіс новвү кітѕ, л	AIRPLANE HO	ОВВҮ
LOVE MY DOLLY	OLLY	0696222		TMA419173	of bodder reserve assess and	Privile livens rains State
Canada		12/30/1991	_	11/5/1993		11/5/2023
ClientName	J. Lloyd International, Inc. Robert W. Hoke	DocketNumber 184	18452-1-F8	REG	NAT	Registered
Auorneyvame AventName	Cassan Madean	Class # ClassType Goods				
c.		International DOLL ACCESSORIES	SE			

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# TRADEMARKS FOR OWNER

## J. Lloyd International, Inc.

Markivame		App	Alication Number	ApplicationNumber RegistrationNumber	PublicationDate
CountryName		A.	Application Date	RegistrationDate	ExpirationDate
MADEMOISELLE	312		0458334	TMA262939	
Canada			8/5/1980	10/9/1981	
ClientName	J. Lloyd International, Inc.	DocketNumber	nber 18452-1-F9	REG NAT	Registered
AttorneyName AgentName	Robert W. Hoke Cassan Maclean	Class # ClassType	Goods		
		International PLAY	PLAY CLEANING SET, DELUXE C VACUUM CLEANER, RIDING TOY	PLAY CLEANING SET, DELUXE CLEANING SET, LITTLE PRINCESS VACUUM CLEANER, RIDING TOY	RINCESS
MR. BUBBLES	SH.	No about contra there are a second places.	1,353,225	divide the same water the same the same the same that the same the	The second
Canada			6/26/2007		
ClientName	J. Lioyd International, Inc.	DocketNumber	nber 18452-1-F52	REG NAT	Filed
Anorney.vame Agent.vame	Cassan Maclean	Class # ClassType	Goods		
777 10 1000		LAW	N SPRINKLERS, FIGUR BLOWING TOYS, G S, BUBBLE MAKING W	LAWN SPRINKLERS, FIGURINES, PIGGY BANKS, RIDE-ON TOYS, BUBBLE BLOWING TOYS, GUMBALL DISPENSING MACHINES, TOY CARS, BUBBLE MAKING WAND AND SOLUTION SETS	N TOYS, NES, TOY
PLAY-N-PRO	0		1118861	TMA618653	Navigue and the state of the
Canada			10/19/2001	9/3/2004	9/3/2019
Client/Name Attorney/Name	J. Lloyd International, Inc. Robert W. Hoke	DocketNumber	nber 18452-1-F10	REG NAT	Registered
AgentName	Cassan Maclean	Class # ClassType	Goods		
:		International TOYS TEES BACK ARR GOAL RACK RACK MORR	SPORTING EQUIPMETS, BATS, AND HELMETS, GROARDS, TOY GOLF (DWS, AND TARGETS, TOY SOCCER BALL (ETS, NETS, AND BALL (ETS, NETS, AND BALL E OF THE FOREGOING	TOYS SPORTING EQUIPMENT, NAMELY, TOY BASEBALLS, BATTING TEES, BATS, AND HELMETS, TOY BASKETBALLS AND BACKBOARDS, TOY GOLF CLUBS, BAGS, AND BALLS, TOY BOWS, ARROWS, AND TARGETS, TOY HOCKEY STICKS, PUCKS AND GOALS, TOY SOCCER BALLS AND GOALS, AND TOY TENNIS RACKETS, NETS, AND BALLS, AND PLAY SETS CONTAINING ONE OR MORE OF THE FOREGOING TOY SPORTING EQUIPMENT	S, BATTING NY BOWS, AND INIS ING ONE OR

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# TRADEMARKS FOR OWNER

## J. Lloyd International, inc.

2		Appucan	Appucation/vumber	<b>Registration</b> Number	Publication Date
CountryName		Applic	ApplicationDate	RegistrationDate	ExpirationDate
POP SHOCKS	S	0	0680729	TMA429845	
Canada		14	4/25/1991	7/1/1994	7/1/2009
CitentName	J. Lloyd International, Inc.	DocketNumber	18452-1-F11	REG NAT	Registered
AttorneyName	Robert W. Hoke	;			
AgentName	Cassan Maclean	Class # ClassType G	Goods		
		International TOY VEHICLES	res		
PP & Design		0	0420117	TMA238974	
Canada		7	1/23/1978	1/4/1980	
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-F12	REG NAT	Registered
AttorneyName	Robert W. Hake				
AventName	Cassan Madean	Class # ClassType G	Goods		
¢		International SKATEBOARDS	RDS		
STROMBECKER	KER	3	0272940	TMA130571	IRRET BIANT STATES CONTROL CON
Canada		12	12/10/1952	4/11/1963	4/11/2023
ClientName	J. Lloyd international, Inc.	DocketNumber	18452-1-F13	REG NAT	Registered
AttorneyName	Robert W. Hoke				
AgentName	Cassan Maclean	Class # ClassType G	Goods		
<b>.</b>		International INFANTS' P AND TOY M	INFANTS' PULL TOYS AND EI AND TOY MODEL VEHCILES	INFANTS' PULL TOYS AND EDUCATIONAL TOYS, TOY FURNITURE, AND TOY MODEL VEHCILES	JRNITURE,
		KITS FOR MC INCLUDE MC EQUIPMENT	AODEL VEHICLE: IODEL VEHICLES IT, AND THE NEC	KITS FOR MODEL VEHICLES AND ROAD RACING SETS WHICH INCLUDE MODEL VEHICLES, TRACK THEREFOR, TRACK MAKING EQUIPMENT, AND THE NECESSARY POWER AND CONTROL	VHICH MAKING ROL

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Countrylvame	AND THE PROPERTY OF THE PROPER		Y	ApplicationDate	·	RegistrationDate	Date	ExpirationDate
TIM MEE TOY	<b>&gt;</b>			0750539		TMA461469	6	
Canada				3/28/1994	-	8/23/1996		8/23/2011
ClientName	J. Lloyd International, Inc.		DocketNumber		18452-1-F5	REG	NAT	Registered
Attorney/Vame	Robert W. Hake							
AgentName	Cassan Mactean	Class # Cl	ClassType	Goods				
•		Inter	International TOYS AND ROCI ROCI RIDE OTHE BATT	S, NAMELY, DC OTHER TOY F GOTHER TOY F GON TOYS, TC ER TOY BANK, S, TOY GARDE ING HELMET'S FISHING, HC	DLL ACCESS FIGURES, TC FIER TOY V OY TELEPHC S, TOY CAN SI BATTING SOCKEY AND	TOYS, NAMELY, DOLL ACCESSORIES, PLAY SETS, TOY ANIMALS AND OTHER TOY FIGURES, TOY CARS, TRUCKS, BOATS, AIRCRAFT, ROCKETS, AND OTHER TOY VEHICLES. PLAY HATS AND HELMETS, RIDE-ON TOYS, TOY TELEPHONES, TOY GUMBALL BANKS AND OTHER TOY BANKS, TOY GONDY DISPENSERS, TOY TOPS, SAND TOYS, TOY GARDEN TOOLS, TOY BASEBALL, BATS, BATTING HELMETS, BATTING TEES, AND BASEBALL SETS, AND TOY GOLF, FISHING, HOCKEY AND OTHER SPORTING EQUIPMENT	SETS, TOY A CKS, BOATS, Y HATS AND WBALL, BANK KS, TOY TOP S, BASEBALI SEBALL SET TING EQUIPA	NIMALS AIRCRAFT, HELMETS, S AND. S, SAND L BATS, S, AND TOY MENT
		Inter	International TOY8 AND ROC3 HAT8	S, NAMELY, DC OTHER TOY F KETS, AND OT S AND HELME	OLL ACCES: FIGURES, TO THER TOY V TS, TOY GU	TOYS, NAMELY, DOLL ACCESSORIES, PLAY SETS, TOY ANIMALS AND OTHER TOY FIGURES, TOY CARS, TRUCKS, BOATS, AIRCRAFT, ROCKETS, AND OTHER TOY VEHICLES, PLAY FURNITURE, PLAY HATS AND HELMETS, TOY GUNS, AND RIDE-ON TOYS	SETS, TOY A CKS, BOATS, Y FURNITURI ON TOYS	NIMALS AIRCRAFT, E, PLAY
		Inter	International TOY TOY TOO TOO BATT	TELEPHONES CANDY DISPE LS, TOY BASE ING TEES, AN KEY, AND OTH	S, TOY GUMI ENSERS, TO BALLS, BAS ND BASEBAI HER SPORT	TOY TELEPHONES, TOY GUMBALL BANKS AND OTHER TOY BANKS, TOY CANDY DISPENSERS, TOY TOPS, SAND TOYS, TOY GARDEN TOOLS, TOY BASEBALLS, BASEBALL BATS, BATTING HELMETS, BATTING TEES, AND BASEBALL SETS, AND TOY GOLF, FISHING, HOCKEY, AND OTHER SPORTING EQUIPMENT	ND OTHER TO TOYS, TOY ON BATTING HEI FOY GOLF, FI	OY BANKS, GARDEN -METS, ISHING,
TIM-MEE TOYS	)YS		-	0392519		TMA218851	       	to topical designs which which against the second against
Canada				12/10/1975	ស្	2/11/1977		2/11/2022
ClientName	J. Lloyd International, Inc.		DockelNumber		18452-1-F14	REG	NAT	Registered
AttorneyName AgentName	Kopert vv. Hoke Cassan Madean	Class # ClassType	assType	Goods				
C		Inter	national PLAS	STIC FIGURE" DIERS, MILITA	FOYS IN THI	International PLASTIC FIGURE TOYS IN THE FORM OF COWBOYS, INDIANS, SOLDIERS, MILITARY EQUIPMENT AND THE LIKE	WBOYS, IND LIKE	IANS,

### J. Lloyd Infernational, inc.

Country Name TOOTSIETOY		•	TOTAL TRANSPORT		
TOOTSIETOY			Application Date	RegistrationDate	
a parago			0161536	UCA00874	
Callaua			2/24/1933	2/24/1933	2/24/2023
	<ol> <li>Lioyd International, Inc. Pobert M. Hoke</li> </ol>	DocketNumber	umber 18452-1-F15	REG NAT	Registered
Agent/Vame Ca	Cassan Maclean	Class # ClassType	Goods		
,		International TON MO'	TOYS, PARTICULARLY MINIATUR MOTORCYCLES, VANS, BUSSES, AND BOATS, EXCLUDING DOLLS	TOYS, PARTICULARLY MINIATURE TOY FURNITURE, AUTOMOBILES, MOTORCYCLES, VANS, BUSSES, TRACTORS, TRAINS, AEROPLANES AND BOATS, EXCLUDING DOLLS	, AUTOMOBILES, NS, AEROPLANES
WONDER			0362158	TMA194770	March administration secretary engiges engines enteres communicate activity and
Canada			3/8/1973	10/12/1973	
	J. Lloyd international, Inc.	DocketNumber	<i>umber</i> 18452-1-F16	REG NAT	. Registered
Attorney/vame K	Robert VV. Hoke Cassan Maclean	Class # ClassType	Goods		
		International A.G. BLC COI	A GENERAL LINE OF TOYS AND GAMES NAMELY BLOWING COMPOSITIONS, PLASTIC BLOWING B COMPOSITIONS, BUBBLE BLOWING LIQUID, PEASHOOTERS AND PLASTIC BALLOONS FOR PLAY	A GENERAL LINE OF TOYS AND GAMES NAMELY, LIQUID BUBBLE BLOWING COMPOSITIONS, PLASTIC BLOWING BUBBLE COMPOSITIONS, BUBBLE BLOWING LIQUID, PEAS FOR PEA SHOOTERS AND PLASTIC BALLOONS FOR PLAY	IQUID BUBBLE BLE :OR PEA
BUBBLE BLIZZARD	ZARD	**************************************	6246542	the second temperature of the second	
China P.R.			8/28/2007		
Client/Name J.	J. Liovd International, Inc.	DocketNumber	umber 18452-1-F88	REG NAT	Filed
AttorneyName R	Robert W. Hoke		i.		
AgentName R	Rebecca Lo & Co.	Class # ClassType	Coods		
		028 International GAI CHI	3AMES; TOYS; DOLLS; MOBILES (TOYS); SOAP BI CHECKERS (GAMES); BALLS FOR GAMES; DUMB- SKATEBOARDS; ORNAMENTS FOR CHRISTMAS T LLUMINATION ARTICLES AND CONFECTIONERY)	GAMES; TOYS; DOLLS; MOBILES (TOYS); SOAP BUBBLES (TOYS); CHECKERS (GAMES); BALLS FOR GAMES; DUMB-BELLS; SKATEBOARDS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY)	3BLES (TOYS); ELLS; EES (EXCEPT

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# TRADEMARKS FOR OWNER J. Lloyd International, Inc.

MarkName			
		ApplicationNumber RegistrationNumber	<b>Publication Date</b>
CountryName	en e	Application Date Registration Date	ExpirationDate
HARD BODY		6246543	
China P.R.		8/28/2007	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-F46 REG NAT	Filed
AttorneyName	Robert W. Hoke	Clare # Chrefrus Gante	
AgentName	Kebecca Lo & Co.	International GAMES; T CHECKER SKATEBO	OYS); :EPT
The second secon	eric distanti ilmilde provinci mannoni dalla comme comme comme copine epise	The print with the same shade the same time that the print both the time time time time time time time tim	er eren erenten ermen er eine er eine er eine er
MR. BUBBLES	Sil	6246545	
China P.R.		8/28/2007	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-F38 REG NAT	Filed
AttorneyName	Robert W. Hoke		
AgentName	Rebecca Lo & Co.	Class # ClassType Goods	
		ose international TOYS; DOLLS; MOBILES (TOYS); SOAP BUBBLES (TOYS); CHECKERS (GAMES); BALLS FOR GAMES, DUMB-BELLS; SKATEBOARDS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY);	IECKERS S; ON
TOOTSIETOY	<b>&gt;</b>	6246544	
China P.R.		8/28/2007	
ClientName	J. Eloyd International, Inc.	DocketNumber 18452-1-F50 REG NAT	Filed
Attorney/vame Agent/vame	Rebecca Lo & Co.	Class # ClassType Goods	
:		GAMES; TOYS; DOLLS; MOBILES (TOYS); SOAP BUBBLES (TOYS); CHECKERS (GAMES); BALLS FOR GAMES; DUMB-BELLS; SKATEBOARDS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY)	OYS); DEPT

MarkName		App	Application Number .	RegistrationNumber	PublicationDate
CountryName		A	ApplicationDate	RegistrationDate	ExpirationDate
MR. BUBBLES	S		5319421	5319421	AND THE LABORATOR OF THE PROPERTY OF THE PARTY OF THE PARTY.
Community Trademark	ıark		8/31/2006	8/16/2007	8/31/2018
ClientName	J. Lloyd international, Inc.	DocketNumber	mber 18452-1-F34	REG NAT	Registered
anorneyvame Agentivame	Barker Brettell	Class # ClassType	Goods		
diller years medica made among or		028 International TOYS ARTIC	S, GAMES AND PLAYTH CLES; PARTS AND FITT	TOYS, GAMES AND PLAYTHINGS, GYMNASTIC AND SPORTING ARTICLES; PARTS AND FITTINGS FOR THE AFORESAID GOODS	SPORTING ND GOODS
TOOTSIETOY	<b>&gt;</b>	An investigation of the state o	5319439	5319439	and the first terms around before some the set of the contract
Community Trademark	ıark		8/31/2006	8/23/2007	8/31/2016
ClientName	J. Lloyd International, Inc.	DocketNumber	mber 18452-1-F35	REG NAT	Registered
апогнеумате AcontNamo	Robert W. noke	Class# ClassType	Goods		
ē.		028 International TOYS ARTIC	S, GAMES AND PLAYTH CLES; PARTS AND FITT	International TOYS, GAMES AND PLAYTHINGS; GYMNASTIC AND SPORTING ARTICLES; PARTS AND FITTINGS FOR THE AFORESAID GOODS	SPORTING AID GOODS
TOOTSIETOY	<b>&gt;</b>	We built think and a second se	395 37 655.6	395 37 655.6	and the state of t
Germany			9/14/1995	4/3/1996	
ClientName AttorneyName AgentName	J. Lloyd international, Inc. Robert W. Hoke	DocketNumber	mber 18452-1-F24	REG NAT	Registered
FASHION GIRL	RL		1462381	1462381	
Great Britam			12/17/1990	12/4/1992	12/17/2017
ClientName	J. Lloyd International, Inc.	DocketNumber	mber 18452-1-F37	REG NAT	Registered
AttorneyName AventName	Kobert VV. Hoke Barker Brettell	Class # ClassType	Goods		
2		028 International ACCE	ACCESSORIES FOR DOLLS		

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# TRADEMARKS FOR OWNER

### J. Lloyd International, Inc.

		thomas day	moet wegi	The committee we sometime of the committee of the committ	raoucanonDate
CountryName	THE RESERVE WAS ASSESSED.	ApplicationDate		RegistrationDate	ExpirationDate
MR. BUBBLES	Si	2036170		2036170	
Great Britaın		9/20/1995	10	9/20/1995	
ClientName	J. Lloyd International, Inc. Robert W. Hoke	DocketNumber 18	18452-1-F23	REG NAT	Registered
лиогпеуглате АвенtName	Barker Brettell	Class # Class Type Goods			
•		028 International TOYS FOR CHILDREN; BUBBLE-BLOWING TOYS; BUBBLE-BLOWING BLUID	tën; Bubble-e	LOWING TOYS; BUBBL	E-BLOWING
TOOTSIETOY	>-	986006	or canada company or c	986006	Parts 1 and the tribe too select matters trained defects contained
Great Britain		10/27/1966	9	10/27/1966	10/2//2011
CllentName	J. Lloyd International, Inc.	DocketNumber 18	18452-1-F36	REG NAT	Registered
Attorney/Name Acant/Nome	Robert VV. noxe Barker Brettell	Class # ClassType Goods			
		028 International TOYS AND PLAYTHINGS	HNGS		
MR. BUBBLES	Sil	300596369		300595369	The state of the s
Hong Kong		3/8/2006		3/8/2006	3/8/2016
ClientName	J. Lloyd International, Inc.	Docket/Number 18	18452-1-F40	REG NAT	Registered
AttorneyName	Robert W, Hoke				
AgentName	Rebecca Lo & Co.	Class # ClassType Goods			
ı		028 International PLASTIC FIGURIN CHILDREN, BATTI CONTROLLED CA PLASTIC WAND, 8 BUBBLES, GYMIN	ES; COIN BANK RY-OPERATEI RS; BUBBLE SC OLD SEPARAT STIC AND SPC	PLASTIC FIGURINES; COIN BANKS; TOY CARS FOR RIDING BY CHILDREN; BATTERY-OPERATED BUBBLE. DISPENSERS; RADIO-CONTROLLED CARS; BUBBLE SOLUTION, DIPPING TRY AND PLASTIC WAND, SOLD SEPARATELY OR AS A KIT, FOR BLOWING BUBBLES; GYMNASTIC AND SPORTING ARTICLES NOT INCLUDED IN	NG BY S. RADIO- S. RADIO- BLOWING INCLUDED IN

### J. Lioyd International, Inc.

SHIP TO THE		Appuca	Application/\umber	Registration Number	nher	PublicationDate
CountryNume		Appli		RegistrationDate	ite	ExpirationDate
TOOTSIETOY	λ(	-	11596/1995	B11737/1997		novernym spring and desired for a section of the second spring and a second second second second second second
Hong Kong			9/15/1995	11/28/1997		
ClientName	J. Lloyd International, Inc.	DocketNumber	. 18452-1-F30	REG	NAT	Registered
AttorneyName AcoutName	Robert W. Hoke Rebecca to & Co.	Class # ClassType	Goods			
		28 International TOYS, GA ARTICLES CHRISTM	TOYS, GAMES AND PLAYTH ARTICLES NOT INCLUDED I CHRISTMAS TREES	TOYS, GAMES AND PLAYTHINGS; GYMNASTIC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES	AND SPOF ; DECORA	ITING TIONS FOR
MR. BUBBLES	ES	The course where the course of	2007-683		-	
Japan			1/9/2007			
ClientName	J. Lloyd international, Inc.	DocketNumber	. 18452-1-F48	REG	NAT	Filed
AttorneyName	Robert W. Hoke	Class # ClassTyne	Goods			
Agentivame init Asi	ini Associa(es	nternational TOYS, DC	LLS			
MR. BUBBLES	ËS	refer refer atoms where there are seen and the seen and the seen at the seen a	971,049	971,049		Market delivery and market market between sections and the profess desired
Mexico			8/18/2006	1/30/2007		8/18/2016
ClientName	J. Lloyd International, Inc.	DocketNumber	. 18452-1-F44	REG	NAT	Registered
AttorneyName 4aontName	Robert W. Hoke Goodrich, Riguelme Y Asociados	Class # ClassType	Goods			
		028 International CHILDREY FORMING	VS TOYS, NAMEL' FLUID	CHILDREN'S TOYS, NAMELY, BUBBLE-BLOWING TOYS AND BUBBLE FORMING FLUID	G TOYS AI	JO BUBBLE
PP & Design	c		775193	939055	THOUGHT PRINCIPLE TO	MANAGE AND
Мехісо			3/31/2006	6/20/2006		3/31/2016
ClientName AttornevName	J. Lloyd International, Inc. Robert W. Hoke	DocketNumber	. 18452-1-F47	REG	NAT	Registered
Agentivame	Unthoff, Gornez Vega & Unthoff, S.C.	ú				

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Trademarks by Owner

### J. Lloyd International, Inc.

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CountryName		Aller 4	puranom namber Annifection Data	Negisti unom vamoer Paniotanton Data	ruoncanonDate
TOOTSEETON	7V		828943	970334	AMAIN MIDITA
	-		}		
Mexico			1/11/2007	2/13/2007	1/11/2017
ClientName	Lloyd International, Inc.	DocketNumber	ber 18452-1-F41	REG NAT	Registered
Attorney/Name Avent/Name	Robert VV. Hake Goodrich, Riguelme Y Asociados	Class # ClassType	Goods		
		028 International GAMES NOT IN	GAMES AND PLAYTHINGS; NOT INCLUDED IN OTHER CHRISTMAS TREES	GAMES AND PLAYTHINGS; GYMNASTIC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES	NG ARTICLES FOR
TOOTSIETOY	λ(	NAME AND ADDRESS OF THE PARTY O	253567	263567	William Wilder common control prints describe control
New Zealand			9/14/1995	9/14/1995	
ClientName	J. Lloyd International, Inc.	DocketNumber	lber 18452-1-F27	, REG NAT	Registered
AttorneyName	Robert W. Hoke A.I Park	Class # ClassType	Goods		
чкетичте		028 International			
TOOTSIETOY	``````````````````````````````````````	Andrew Andrew Printer (1998) the state of th	2007/12810		TRANSMI TATAWA WARRA (MARKA SAMA) SAMAYA MARKA SAMAYA ANAMAY ANAMAY ANAMAY
South Africa			7/2/2007		
ClientName	J. Lloyd Infernational, Inc.	DocketNumber	iber 18452-1-F53	REG NAT	Fited
AttorneyName	Robert W. Hoke				
AgentName	Adams & Adams	Class # ClassType	Goods		
		028 International GAME: NOT IN CHRIS	GAMES AND PLAYTHINGS; NOT INCLUDED IN OTHER CHRISTMAS TREES	GAMES AND PLAYTHINGS; GYMNASTIC AND SPORTING ARTICLES NOT INCLUDED IN OTHER CLASSES; DECORATIONS FOR CHRISTMAS TREES	√G ARTICLES FOR
AMERICAN PIONEER	PIONEER		76/156105	2,610,527	other diams, name, taken unital ipidi pijika man a kanan manan
United States			10/30/2000	8/20/2002	8/20/2012
CllentName	J. Lloyd International, Inc.	DocketNumber	iber 18452-1-1	REG NAT	Registered
AttorneyName	Robert W. Hoke	Class # ClassType	Goods		
Адепичате		028 International TOY GUNS	SNOS		
WHITE STREET, THE CONTRACT OF	and almost dense with a second remains the second of the contract of the contr	obio della ella unua pera pera l'anna mana anna anna anna anna		manner forder skinde fræjlig delikel bleider jamen ennere	
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# TRADEMARKS FOR OWNER J. Lloyd International, Inc.

AMERICAN WEST United States  ClientiName AgentiName AMERICA'S OLDEST TOY CO United States ClientiName Attorney/Name J. Lloyd International, Inc. Attorney/Name Robert W. Hoke Attorney/Name Robert W. Hoke	onal, Inc.	Dock Class # ClassType 028 International Dock Class # ClassType		Application Date 75/826362 10/19/1999 'umber 18452-1 Goods LTS, AND SHERIFFYS, NA 1/25/2008 1/25/2008 1/25/2008 1/25/2008 1/25/2008 1/25/2008 1/25/2008 1/25/2008 1/25/2008 1/25/2008 1/25/2008	nDate R 3862 1999 18452-1-2 8 NYS, NAMELY, CA IERIFF'S BADGE 8921 1006	Registration Date 2.575,029 6/4/2002 REG NA REG NA SAP GUNS, CAP GUI SAP 3,216,662 3,672007 B NA	NAT	Expiration Date 8/4/2012 Registered TERS, 3/6/2017
5 0	onal, Inc.	# # **	DocketiVum assType national CHILDI BELTS DocketiVum	75/826362 10/19/1996 10/19/1996 Goods 78/798921 1/25/2006 1/25/2006 Goods Goods LE MAKING W	52-1-2 NAMELY, C/ FF'S BADGE	2.575,029 6/4/2002 REG AP GUNS, CAP S 3,216,662 3/6/2007	NAT	<u> </u>
0	onal, Inc.	# 83	DocketNum assType BELTS BOCKetNum assType	10/19/1999  Goods  Goods  REN'S TOYS, AND SHER! 78/798921 1/25/2008 1/25/2008 Goods  E MAKING W	NAMELY, O. FFI'S BADGE	6/4/2002 REG AP GUNS, CAP S 3,216,662 3/6/2007 B	NAT	<u> </u>
0	onal, Inc.	# \$3	DocketiVum assType national CHILDI BELTS DocketiVum	Goods  Goods  FEN'S TOYS, AND SHERI 78/788921 1/25/2006  Goods  Goods  LEMAKING W. P. L. E. MAKING W. P. L. E. ACTWING W.	52-1-2 NAMELY, G/ FF'S BADGE	REG S 3,216,662 3,6/2007	NAT	5
: 0	OY COIMPANY	# # \$	national CHILDI BELTS BOCKETNUM assType	Goods REN'S TOYS, AND SHERI 78/788921 1/25/2006 1/25/2006 Goods LE MAKING W	NAMELY, OZ	AP GUNS, CAP S 3,216,662 3/6/2007 B	GUN HOLS	. <u> </u>
1'S (	OY COMPANY	# 83	DocketNum	REN'S TOYS, AND SHERI 78/788921 1/25/2006 1/25/2006 Goods E MAKING W	NAMELY, G	AP GUNS, CAP S 3,216,662 3,62007 B	GUN HOLS	- B
4'S (	Y COMPANY	Class# Cl		78/788921 1/25/2006 1/25/2006 1/25/2006 1/25/2006 1/25/2006	52-1-97	3,216,662 3/6/2007 B	NAT	3/6/2017 Registered
ne	onal, Inc.	Class # Q		1/25/2006 ther 184 Goods E MAKING W	52-1-87	3/6/2007 B	NAT	3/6/2017 Registered
ne	onal, Inc.	Class # Cl		ther 184  Goods  E MAKING W	52-1-97	ш	NAT	Registered
a.		Class # Cl		Goods LE MAKING W				
יקרוני אמונר				E MAKING V				
		028 Inter	International BUBBLE M MULTIPLE. ACCESSOF ACCESSOF TOYS, RIDIO TOY FURN VEHCLES, WEAPONS	SCRIES: DO SSORIES: DO SSORIES THE LED PLASTIC RIDE-ON TO URNITURE; T LES; TOY VE ONS	AND AND SO T TOYS, CON LL CLOTHIN EREFOR; INF TOY FIGUR YS; SAND TO OY GUNS; T HICLES AND	BUBBLE MAKING WAND AND SOLUTION SETS; CHILDREN'S MULTIPLE ACTIVITY TOYS; CONSTRUCTION TOYS; DOLL ACCESSORIES; DOLL CLOTHING; DOLL FURNITURE; DOLLS AND ACCESSORIES THEREFOR; INFLATABLE TOYS; JUMP ROPES; MODELED PLASTIC TOY FIGURINES; MOLDED TOY FIGURES; PULL TOYS; RIDE-ON TOYS; SAND TOYS; TOY AIRPLANES; TOY FIGURES; TOY FURNITURE; TOY GUNS; TOY HOLSTERS; TOY PUTTY; TOY VEHICLES; TOY VEHICLES AND ACCESSORIES THEREFOR; TOY WEAPONS	S; CHILDREN FOYS; DOLL SI, LUMP RO TOY FIGUR NATOY FIGUR S; TOY PUTT	VS LS AND PPES; PULL YFIGURES; Y; TOY
BERKSHIRE HOUSE	de landade algoride bestehn kommen med ton kannen m	medic charles based and the country	Mirah mamma samana mamma mpippa ii	76/544059		2,881,108		Addison of Addison common control cont
United States				9/11/2003		9/7/2004		9/7/2014
-	onal, Inc.		DocketNumber		18452-1-4	REG	NAT	Registered
АногпсуNате кореп W. нокв АвеніName		Class # ClassType	ClassType Good:	Goods				

# TRADEMARKS FOR OWNER J. Lloyd International, Inc.

CountryName BLOW-LOONS United States ClientName AgentNume AgentNume BUBBLE BLIZZARD United States ClientName AltorncyName Robert W. Hoke AttentName J. Lloyd International, Inc. AgentName AttentName AgentName AgentName AgentName		Apparentament amoer	A SELECTION OF THE PROPERTY OF	moer	Public Otton ( Indo
2	none and de		,		
Z I	ApplicationDate	onDate	RegistrationDate	ate	ExpirationDate
3	74/41	74/419537	1,873,345		
<b>3</b>	7/28/	7/28/1993	1/10/1995		
LIZZARD  J. Lloyd International, Robert W. Hoke	Inc. DocketNumber	18452-1-6	REG	NAT	Registered
LIZZARD  J. Lloyd International, Robert W. Hoke	Class # ClassType Goods	qs.			
LIZZARD  J. Lloyd International, Robert W. Hoke	028 International PLASTIC BALLOONS	SNOO.			
J. Lloyd International, Robert W. Hoke	76/49	76/491023	2,886,173		
J. Lloyd International, Robert W. Hoke	2/19/2003	2003	7/27/2004		7/27/2014
	Inc. DocketNumber	18452-1-7	REG	NAT	Registered
	Class # ClassType Goods	ą,			
AND MANUAL PROPERTY AND ASSESSMENT OF THE PROPERTY AND ASSESSMENT OF THE PROPERTY ASSESSMENT OF THE PROPERTY O	628 International BUBBLE BLOWING TOYS	VING TOYS			
BUBBLE BUGS	76/02/	76/026309	2,579,820		
United States	411415	4/14/2000	6/11/2002		6/11/2012
ClientName J. Lloyd International, It	Inc. DocketNumber	18452-1-8	REG	NAT	Registered
	# S3	sj.			
men termin delen seden semen semen semen sesse sesse sesse participation deline semen semen	028 International BUBBLE BLOWING TOY	VING TOY			
BUBBLE MAGIC	73/403124	13124	1,263,108		
United States	11/18/	11/18/1982	1/3/1984		
ClientName J. Lloyd International, Inc. 44	Inc. DocketNumber	18452-1-9	REG	NAT	Registered
	Class # ClassType Goods	d.s			
	028 International CHILDRENS GAMES AND TOYS - NAMELY, BUBBLE SOLUTION, AND BUBBLE FORMING IMPLEMENTS	SAMES AND T	OYS - NAMELY, BL ENTS	BBLE SOLU	J'ION, AND

### J. Lloyd International, inc.

MarkName		ApplicationNumber	RegistrationNumber	PublicationDate
CountryName		ApplicationDate	RegistrationDate	ExpirationDate
BUBBLE TORNADO	ORNADO	76/510125	2,859,633	
United States		4/28/2003	7/5/2004	7/6/2014
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-10	REG NAT	Registered
Anorney/vame Agent/vame	Nobelt VV, Huke	Class # ClassType Goods		
		028 International BUBBLE MAKING TOYS		
CALI CRUISER	jer.	78/00620\$		
United States		4/29/2000	7/23/2002	7/23/2012
ClientName	<ol> <li>Lloyd International, Inc. Robert W. Hoke</li> </ol>	DocketNumber 18452-1-100	D Z NAT	Registered
Agent/Vame		Class # ClassType Goods		
•		028 International HOBBY CRAFT KITS FOR IN KITS FOR IN KITS FOR MAKING TOY INC	HOBBY CRAFT KITS FOR MAKING TOY MODEL VANS; HOBBY CRAFT KITS FOR MAKING TOY MODEL CARS	OBBY CRAFT
CARSON		76/611046	3,052,550	The state of the s
United States		9/13/2004	1/31/2006	1/31/2016
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-13	REG NAT	Registered
Anorneywame AgentName	NODEL VI. TORG	Class # ClassType Goods		
4410.	e elikhe dama -dama -mama eraya mimen mana sama sama	028 International TOY GUNS		
CHEMTOY		77/074836	3274096	tions control admin stated light plants tolered control to
United States		1/3/2007	8/7/2007	8/7/2017
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-112	2 REG NAT	Registered
Attorney/Name Avent/Name	Kubeli VV. Hoke	Class # ClassType Goods		
		028 International BUBBLE-MAKING TOYS IN THE FORM OF BUBBLE-MAKING WANDS AND SOLUTION SETS	THE FORM OF BUBBLE-MAKIN	NG WANDS

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MarkName			Application Number		RegistrationNumber	mber	PublicationDate
CountryName			ApplicationDate	-	RegistrationDate	ate	ExpirationDate
CLASSIC TH	CLASSIC THOROUGHBREDS		7177	77/186048	3,411,141		ich Kofele (s. s. sie de de nommen dermannen ern der Chapter (S.) (s.) der Chapter (A.)
United States			5/21	5/21/2007	4/8/2008		4/8/2018
ClientName	J. Lloyd International, Inc.	Ø	DocketNumber	18452-1-113	80	NAT	Registered
AttorneyName AcontName	Robert W. Hoke	Class # ClassType	ype Goods	sp			
		028 Internatio	International SCALE MODEL HORSES	LHORSES			
DOUBLE AC	DOUBLE ACTION ENDLESS BUBBLES	SLES	76/5	76/510106	2,859,632		
United States			4/28	4/28/2003	7/6/2004		7/6/2014
ClientName	J. Lloyd International, Inc.	D	DocketNumber	18452-1-16	REG	NAT	Registered
Attorney/vame Agent/vame	ковел уу. ноке	Class # ClassType	ype Goods	uus			
		028 Internatio	BUBBLEM	ING TOYS			
ENGLISH BREAKFAST	REAKFAST		75/4	75/443550	2,224,356		· Company of the comp
United States			3/3	3/3/1998	2/16/1999		2/16/2009
ClientName	J. L'oyd International, Inc.	D	DocketNumber	18452-1-18	REG	NAT	Registered
AttorneyName AgantNome	Robert W. Hoke	Class # ClassType	ype Goods	sp			
		028 International		TOYS, NAMELY SETS	CHILDREN'S TOYS, NAMELY, TEA SETS, BAKEWARE SETS AND COOKWARE SETS	WARE SET	S AND
FASHION GIRL	RL	Common manufact design of the common state of	74/1	74/125173	1,663,518		entre of the section
United States			12/1	12/17/1990	12/17/1990		
ClientName	<ol> <li>Liovd International, Inc. Robert M. Hoke</li> </ol>	I	DocketNumber	18452-1-20	REG	NAT.	Registered
ApentName		Class # ClassType	Type Goods	Spo			
c		028 Internation	International DOLL ACCESSORIES	SORIES			

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# TRADEMARKS FOR OWNER

### J. Lloyd International, Inc.

THE RELEASE		ApplicationNumber	RegistrationNumber	<b>PublicationDate</b>
CountryName		ApplicationDate	RegistrationDate	ExpirationDate
FAT KATS		73/212042	1,143,528	ober opening of any world lake transfer acceptant and paragraphs to the back and any of the second and any of
United States		4/18/1979	12/16/1980	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-21	.REG NAT	Registered
Апогнеускате АgentName	NODGIL W. FIGNE	Class # ClassType Goous		
		028 International TOY VEHICLES		
FORT KNOX	~	78/820423	3,196,473	
United States		2/22/2006	1/9/2007	1/9/2017
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-23	REG NAT	Registered
Anorneyivane AcontName	Nobell VV. Hoke	Class # ClassType Goods		
		028 International TOY BANKS		
FUN PU	FUN PURE AND SIMPLE	75/748669	2,465,033	the location was a large control of the large contr
United States		9661/1/1	7/3/2001	7/3/2011
ClientName	J. Lloyd International, Inc.	DocketiNumber 18452-1-26	REG NAT	Registered
Attorney Name	Robert W. Hake	į		
Agentívame		Class # ClassType Goods		
		International CHILDREN'S TOYS, NAMER USHICLES, MOTORIZED VI BUBBLE BLOWING SOLUT BUBBLE BLOWING SOLUT SETS, PADDIC BALLS, RU FIGURES, TOY BANKS, PU MARBLES, TOY TEA SETS COOKING SETS, CLEANIN PREPARATION SETS, TOY ACCESSORIES, WESTIERN BOARDS, CHALK BOARDS POUNDING BENCHES, BE,	CHILDREN'S TOYS, NAMELY, DIE-CAST VEHICLES, PLASTIC VEHICLES, MOTORIZED VEHICLES, BUBBLE BLOWING TOYS, BUBBLE BLOWING SOLUTION, JUMP ROPES, BALL AND JACKS SETS, FADDLE BALLS, RUBBER ACTION BALLS, BENDABLE, FIGURES, TOY BANKS, PUTTY, YO-YOS, BALLOON BLOWING KITS, MARBLES, TOY TEA SETS, TOY COSMETICS, IMITATION FOOD, COOKING SETS, CLEANING ROLE PLAY TOYS, FOOD AND DRINK PREPARATION SETS, TOY CAP GUNS, TOY CAP GUN ACCESSORIES, WESTERN OUTFITS, BUILDING BLOCKS, MAGNETIC BOARDS, CHALK BOARDS, MAGNETIC NUMBERS AND LETTERS, POUNDING BENCHES, BEADS, BATH TOYS, EGG COLORING KITS,	TIC OVS, JACKS JACKS SILE FOOD, D DRINK MAGNETIC TITERS, ING KITS,

J. L.loyd International, Inc.

MarkName		Appli	<b>ApplicationNumber</b>	RegistrationNumber	PublicationDate
CountryNume		App	ApplicationDate	RegistrationDate	ExpirationDate
GROW & RIDE	DE		75/751144	2,404,878	
United States			7/14/1999	11/14/2060	11/14/2010
ClientName	<ol> <li>Ltovd International, Inc.</li> </ol>	DocketNumber	yer 18452-1-29	REG NAT	Registered
AttorneyName AventName	Rabert W. Hoke	Cluss # ClussType	Goods		
c		028 International RIDE-ON TOYS	NTOYS		
HARD BODY	>		73/664537	1,472,504	- CAPACIA COMPANIA CO
United States			6/4/1987	1/12/1988	1/12/2018
ClientName	J. Lloyd International, Inc.	DockeiNumber	ber 18452-1-30	REG NAT	Registered
Attorney/Name	Robert W. Hoke	Class # ClassType	Goods		
эшихишэнч		028 International TOY VEHICLES	HICLES		
HARD BOD'	HARD BODY DIE-CAST METAL TOUGH! & Design	OUGHI & Design	74/337188	1,785,684	
United States			12/4/1992	8/3/1993	
ClientName	J. Lloyd International, Inc.	DocketNumber	ber 18452-1-31	REG NAT	Registered
AttorneyName	Robert W. Hoke	Class # ClassTvoe	Gands		
Agentivame			EHICLES AND TOY FI	GURES	
HAWK	laware about a data. Datas where there is a select to the control of the control	A NAME OF THE PARTY OF THE PART	78/843685	3,198,870	to the second of
United States			3/22/2006	1/16/2007	1/16/2017
ClientName	J. Lloyd International, Inc.	DocketNumber	ber 18452-1-91	REG NAT	Registered
AttorneyName AventName	roben vv. rioke	Class # ClassType	Goods		
		028 International MODEL AIRPLA TOY MC VEHICL	CARS; MODELED PANES; TOY MODEL CODEL KIT CARS; TOY	MODEL CARS; MODELED PLASTIC TOY FIGURINES; SCALE MODEL AIRPLANES: TOY MODEL CARS; TOY MODEL HOBBYCRAFT KITS; TOY MODEL KIT CARS; TOY MODEL TRAIN SETS; TOY MODEL VEHICLES AND RELATED ACCESSORIES SOLD AS UNITS	LE MODEL NFT KITS; OODEL S
Higher Identity to the second second second second	Towns and the second column column states and the second states are second states are second states and the second states are se		the second meaning solding and control of the second	denies mentre decidas decidas estados estados estados (pajudos paguados decidas decidas decidas decidas decidas decidas decidades decida	en met et terrepe lijeren janisch klassis assassi antikk kaliska japisah i

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### J. Lloyd International, Inc.

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Countryivame					)		Publication Date
			Application Date	Date	RegistrationDate	ate	ExpirationDate
THAY IN HOME	ME		77/538469	99			PROPERTY OF THE PROPERTY OF TH
United States			8/4/2008	<b>0</b> 0			
ClientName J. L. Attorney Rob	J. Łloyd International, Inc. Robert W. Hoke	Doc	DocketNumber 18	18452-1-156	REG	NAT	Filed
		Class # ClassType	e Goods				
		028 international		S, NAMELY, DUST PANS ON TOYS, T RE SETS CC AY FOOD, F VURSES, CO WUTS, NAW MELY, MIXE TED ACTION	CHILDREN'S TOYS, NAMELY, HOUSEKEEPING TOYS, NAMELY, BROOMS, MOPS, DUST PANS, CARPET SWEEPERS, DUSTERS, ROLE PLAY ACTION TOYS, TEA SETS, COOK AND BAKE OVENS; DOLLS, DOLL CARE SETS COMPOSED OF BABY BOTTLES, BIBS, PLAY DISHES, PLAY FOOD, PLAY PACIFIERS; DRESS-UP TOYS COMPOSED OF PURSES, COSTUMES, SHOES, HATS, JEWELRY; HAIR CARE PRODUCTS, NAMELY, BRUSHES, COMBS, WIGS; APPLIANCES, NAMELY, MIXERS, BLENDERS, OVENS, TOASTERS; BATTERY-OPERATED ACTION TOYS; TOY ACTION FIGURES; PLUSH TOYS; SOFT SCULPTURE TOYS; STUFFED TOYS.	TOYS, NAM FPERS, DUST AND BAKE O BY BOTTLES DRESS-UP 1 HATS, JEW COMBS, WIC OVENS, TOA TION FIGURE	iely, vens; vens; ovs Toys felry; ss; Sters; ss Plush
HEAVY HAULER	· · · · · · · · · · · · · · · · · · ·	. With the same of	74/441919	63	2,118,615		de conserve commune company designed plought on the conserve commune
United States			9/29/1993	83	12/9/1997		12/9/2017
	J. Lloyd international, Inc.	Doct	DocketNumber 18	18452-1-33	REG	NAT	Registered
Agentivane	oot w. Hove	Class # ClassType	Goods				
		028 International	PUSH TOYS, NAM VEHICLES, AND P IDENTIFIED GOOI CHILDREN	IELY TOY TI PLAY SETS I DS MARKET	PUSH TOYS, NAMELY TOY TRUCKS, TOY CONSTRUCTION VEHICLES, AND PLAY SETS INCLUDING THE PREVIOUSLY IDENTIFIED GOODS MARKETED PRIMARILY TO PRESCHOOL-AGE CHILDREN	KSTRUCTION PREVIOUSLY O PRESCHO	OL-AGE
HIDE AWAY			76/588293	33	3,069,752		
United States			4/21/2004	4	3/21/2008		3/21/2016
	J. Llovd International, Inc. Robert W. Hobs	Doc	DocketNumber 18	18452-1-34	REG	NAT	Registered
Auomeyivame AgentName		Cluss # Class Type	Goods				
		02.8 International	International TOY STORAGE BOXES AND TOY ACTIVITY TABLES	OXES AND 1	TOY ACTIVITY TAI	BLES	

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### J. Lloyd International, Inc.

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CountryName			ApplicationDate	RegistrationDate	rte	ExpirationDate
HITCH-UPS			72/362250	920,598		TOTAL BELLEVIEW AND THE STATE OF THE STATE O
United States			2/24/1970	9/21/1971	-	
ClientName	J. Llovd International, Inc.	DocketNumber	mber 18452-1-35	REG	NAT	Registered
Attorney/vame Avent/vame	кореп VV. Моке	Class # ClassType	Goods			
		028 International MISC	MISCELLANEOUS TOYS FOR CHILDREN	R CHILDREN		
HOTTIES			78/618233	3,286,870		
United States			4/27/2005	8/28/2007		8/28/2017
ClientName	3. Llovd International, Inc.	DocketiNumber	mber 18452-1-104	Z	NAT	Registered
AttorneyName AgentName	Кареп W. Ноке	Class # ClassType	Goods			
		028 International TOY	TOY MODEL VEHICLES			
HYDRAULIC	HYDRAULIC HOPPERS	The second secon	78/659048	3,320,192	re relabell common closes.	the course of the state of the
United States			6/27/2005	10/23/2007		10/23/2017
ClientName	J. Lloyd International, Inc.	DocketNumber	mber 18452-1-94	2	NAT	Registered
AttorneyName 400mtName	Robert W. Hoke	Class# ClassType	Goods			
ageminante		028 International TOY	International TOY MODEL VEHICLES AND RADIO CONTROLLED VEHICLES	S RADIO CONTROLL	ED VEHICL	ES
J. LLOYD IN	J. LLOYD INTERNATIONAL, INC. & Design	• Design	78/805670	3,366,939	at define armer andres	
United States		1	2/2/2006	1/8/2008		1/8/2018
ClientName	J. Lloyd International, Inc.	DocketNumber	mber 18452-1-36	2	NAT	Registered
AttorneyName	Robert W. Hoke	Class # ClassType	Goods			
Agentvame			BUBBLE MAKING WAND AND SOLUTION SETS; COLLECTABLE TOY FIGURES; TOY AIRPLANES; TOY BANKS; TOY CONSTRUCTION BLOCKS; TOY CONSTRUCTION SETS; TOY FIGURES; TOY FURNIFURE; TOY MODEL TRAIN SETS; TOY PISTOLS; TOY RAINS AND PARTS AND ACCESSORIES THEREFOR; TOY VEHICLES; TOY	ID SOLUTION SETS; TOY BANKS; TOY C TON SETS; TOY PIG RAIN SETS; TOY PIG PRIES THEREFOR; T RES THEREFOR	COLLECTA CONSTRUC JRES; TOY STOLS; TOY OY VEHICL	ABLE TOY TION Y TRAINS ES; TOY
	manda diaman manana	M mythin Differs (becam (litter trades matter exists exercis matter alone)	polytiki inicihke indaksa camana sasana masana masana uat	manus manus property to the second second		(Min sharim diasan dada in damair maska sanka sharing miga
Trademarks by Owner	Онтег	Page	Page 39 of 55			MDCIPMaster
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### J. Lloyd International, Inc.

MarkName		ApplicationNumber	Registration Number	<b>PublicationDate</b>
CountryName	М ВИТАНТИКОТ АЛЬБЕТО БЕООГАЛЬСТВИК СОМОМЕМИМ ТЕМИТЕТИМИ ТЕМИТЕТИМИ.	ApplicationDate	RegistrationDate	ExpirationDate
JAM PAC		72362261	933,860	
United States		2/24/1970	5/16/1972	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-37	REG NAT	Registered
AttorneyName AcontNone	Кореп VV. Ноке	Class # ClassType Goods		
		028 International TOYS - NAMELY, A COLLECTION OF ASSORTED TOYS IN A PACKAGE	TION OF ASSORTED TOYS IN	I A PACKAGE
JENNY		76/810368	3,209,894	Proper Johns Binds Labour States Diales Diales pages
United States		8/7/2004	2/20/2007	2/20/2017
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-38	REG NAT	Regustered
Attorney/vame	кореп уу. поке	Class # ClassType Goods		
Agentrante		028 International TOYS GUNS		
KEEP ON TRUCKING	RUCKING	73/132519	1,084,133	manus appet defile when manus toward and the property of the contract of the c
United States		771/1977	1/31/1978	1/31/2018
ClientName	J. Lloyd International, Inc.	DacketNumber 18452-1-39	REG NAT	Registered
Anorney/vame Agent/Name	Nobell VV. Hoke	Class # ClassType Goods		
- Wallet 1990		028 International TOY VEHICLES		
KEYSTONE		78/530806	3,206,744	THE RESIDENCE MINES OF THE PROPERTY OF THE PRO
United States		12/10/2004	2/6/2007	2/6/2017
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-40	Z NAT	Registered
Attorney/Name Apent/Name	Kober vv. Hoke	Class # ClassType Goods		
c		028 International PRESSED STEEL TOYS AND COLLECTIBL VEHICLES AND ANTIQUE TOY VEHICLES	PRESSED STEEL TOYS AND COLLECTIBLES, NAMELY, TOY VEHICLES AND ANTIQUE TOY VEHICLES	.OY

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### J. Lloyd International, Inc.

MarkName		ApplicationNumber	RegistrationNumber	PublicationDate
Country Name		ApplicationDate		ExpirationDate
KID LEAGUE	Ш	74/165475	1,731,284	
United States		5/10/1991	11/10/1992	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-43		Registered
Anorneywame AgentName	NODBILVE, HOKE	Class # ClassType Goods		
		028 International TOY BASEBALL, BATS, BASEBALLS, AND BATTING HELMETS	NSEBALLS, AND BATTING HELM	ETS
LEFT COAS	LEFT COAST LEGENDS	76/308114	2,617,907	
United States		9/4/2001	9/10/2002	9/10/2012
ClientName	J. Lloyd International, Inc.	DockelNumber 18452-1-102		Registered
Anorneyivame	Nobell VV, DUKE	Class # ClassType Goods		
amnymasty.		TOY MODE	TS REQUIRING ASSEMBLY	
LIL' GARDENER	NER	74/622606	1,958,652	Copins ordered community to community and an extensive conjugate to
United States		1/18/1995	2/27/1996	
ClientName	J. Lloyd international, Inc.	DocketNumber 18452-1-45	5 REG NAT	Registered
AttorneyName	Robert W. Hake			
AgentName		CHASS # CLASS Type Goods  028 International TOYS, NAMELY TOY GAR  OF TOY GARDEN TOOLS	Goods TOYS, NAMELY TOY GARDEN TOOLS AND PLAYSETS COMPRISED OF TOY GARDEN TOOLS	OMPRISED
LINDBERG		75/036723	2,020,865	to lunta evanta montes montes comma primite acted.
United States		12/26/1995	12/3/1996	12/3/2016
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-105	05 REG NAT	Registered
Attorney/Name Agent/Name	KODGIT W. HOKG	Class # ClassType Goods		
		UZO IRRETRATIONEM TOT WICHEL HUBBYCKAFT KITS	-1 KII S	

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### J. Lloyd International, Inc.

MarkName		ApplicationNumber	RegistrationNumber	Publication Date
CountryName		ApplicationDate	RegistrationDate	ExpirationDate
LITTLE HOU	LITTLE HOUSEKEEPING SET	77/269573		and designation to the contract of the contrac
United States		8/31/2007		
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-115	Z NAT	Filed
AttorneyName AgentName	кореп W. Ноке	Class # ClassType Goods		
		028 International TOYS AND PLAYTHINGS, NAMELY, TOY CLEANING TOOLS	AMELY, TOY CLEANING TOOL	Ø
LOTSA'WAYS	တ	73/235653	1,190,805	
United States		10/18/1979	2/23/1982	
ClientName 4ftomonName	J. Lloyd International, Inc. Robert W. Hoke	DocketNumber 18452-1-49	REG NAT	Registered
AgentName		Class # ClassType Goods		
<b>C</b>		. 028 International TOY-NAMELY, BUBBLE MAKING SET	KING SET	
LOVE MY DOLLY	OLLY	74/205332	1,740,629	transmit manufact for the manufact organization of the first hardware manufact.
United States		9/20/1991	12/15/1992	
CllentName	J. Lloyd International, Inc.	DocketNumber 18452-1-60	REG NAT	Registered
AttorneyName	Robert W. Hoke	Class # Class Time		
AgentName		International DOLL AC		
MAGIC WAND	9	73/421937	1,279,091	Market states and a second states are a second state and a
United States		4/18/1983	5/22/1984	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-51	REG NAT	Registered
AttorneyName AzentName	Robert W. Hoke	Class # ClassType Goods		
i.		028 International TOYS - NAMELY, BUBBLE I BLOWING IMPLEMENTS	TOYS - NAMELY, BUBBLE BLOWING SOLUTION AND BUBBLE BLOWING IMPLEMENTS	BLE

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### J. Lloyd International, Inc.

MarkName		ApplicationNumber <sup>*</sup>	RegistrationNumber	PublicationDate
CountryName		ApplicationDate	RegistrationDate	ExpirationDate
MARSHAL		74/529229	1,902,863	
United States		5/25/1994	7/4/1995	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-52	PEG NAT	Registered
Attorney/Vame	NUBER W. FOXE	Class # ClassType Goods		
		028 International TOY GUNS		
MIGHTY WHEELS	TEELS	76/255784	2,409,373	The state of the s
United States		1/20/1999	11/28/2000	11/28/2010
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-54	# REG NAT	Registered
AttorneyName AcemNume	Robert W. Hoke	Class # ClassType Goods		
		012 International TRICYCLES		
MILLION BUBBLES	JBBLES	76/013953	2,682,206	entere actions to control (mail to state). The state of t
United States		3/31/2000	2/4/2003	2/4/2013
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-55	5 REG NAT	Registered
Attorney/Name	Robert W. Hoke	Class # ClassType Goods		
AgentName	distribution of the state of th	International TOYS NA	SENERATING TOYS	
MOTOR WE	<b>MOTOR WHEELS &amp; Design</b>	76/546713	2,874,105	
United States		8/29/2003	8/17/2004	8/17/2014
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-57	7 REG NAT	Registered
AttornevName AgentName	Robert W. Hoke	Class # ClassType Goods		
		012 International MINI-CYCLE GO CARTS		

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# TRADEMARKS FOR OWNER

### J. Lloyd International, Inc.

MarkName		``	4pplicationNumber	ApplicationNumber RegistrationNumber	PublicationDate
CountryName			ApplicationDate	RegistrationDate	ExpirationDate
MR. BUBBLES	я		72/451190	1,044,496	
United States			3/12/1973	7/20/1976	7/20/2016
ClientName	J. Lloyd International, Inc.	Docket	DocketNumber 18452-1-58	REG NAT	Registered
AttorneyName AgentName	Robert W. Hoke	Class # ClassType	Goods		
		028 International Bt	BUBBLE-BLOWING TOYS AND BUE PRIMARILY FOR CHILDREN'S USE	BUBBLE-BLOWING TOYS AND BUBBLE-FORMING FLUID INTENDED PRIMARILY FOR CHILDREN'S USE	INTENDED
PLAY-N-PRO	0	de constant annual angle submit debutte membre tradem mandata annual annual	76/245964	2,772,187	eren demonstration of the second state of the second second
United States			4/24/2001	10/7/2003	10/7/2013
ClientName	J. Lloyd International, Inc.	Docket	DocketNumber 18452-1-61	REG NAT	Registered
Anorney, vume Apentivame		Class # ClassType	Goods		
:		G28 International TC TE BA	DY SPORTING EQUIPMENES, BATS, AND HELMET. ACKBOARDS, TOY GOLF RROWS, AND TARGETS, DALS, TOY SOCCER BALL	TOY SPORTING EQUIPMENT, NAMELY, TOY BASEBALLS, BATTING TEES, BATS, AND HELMETS, TOY BASKETBALLS AND BACKBOARDS, TOY GOLF CLUBS, BAGS, AND BALLS, TOY BOWS, ARROWS, AND TARGETS, TOY HOCKEY STICKS, PUCKS AND GOALS, TOY SOCCER BALLS AND GOALS, AND TOY TENNIS	, BATTING DY BOWS, S AND NNIS
- THE ST CA SEC			ACKETS, NETS, AND BAL ORE OF THE FOREGOING	MACKETS, NETS, AND BALLS, AND PLAY SETS CONTAINING ONE OR MORE OF THE FOREGOING TOY SPORTING EQUIPMENT	IING ONE OR
POCKET HOPPER	OPPER		76/577869	2,928,615	And the state of t
United States			2/26/2004	3/1/2005	3/1/2015
ClientName AttornevName	J. Lloyd International, Inc. Robert W. Hoke	Docket	DocketNumber 18452-1-101	REG NAT	Registered
AgentName		Class # ClassType	Goods		
		028 International TC	International TOY MODEL VEHICLES		

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# TRADEMARKS FOR OWNER

### J. Lloyd International, inc.

ATCHIN GER TOY TRUCY RAYELL BARES, IS CAMERS, IS CAMERS	MarkName		ApplicationNumber	ApplicationNumber RegistrationNumber	PublicationDate
### Class ##	CountryName		ApplicationDate	RegistrationDate	ExpirationDate
BocketNumber   18452-1-62   REG   NAT   Reg	POWER RIC	S	76/025690	2,450,937	
Liovd International, Inc.   DocketNumber   18452-1-62   REG   NAT   Reg   Spert W. Hoke   Class # Class Type   Goods	United States		4/14/2000	5/15/2001	5/15/2011
Class # Class Type Goods  DocketNumber 1842-163 REG NAT Reg  A417/2001 940/2022  Lloyd international, Inc.  DocketNumber 1843-1-63 REG NAT Reg  A477/2001 940/2022  International TOYS, NAMELY PLAY FURNITURE, PLAYSETS FOR CATCHING INSECTS, TOY ORGANIZERS, TOY STORAGE CONTAINERS, PUSI- RUBE-ON TOYS, RIDE-ON TOYS WITH PEDALS, WALKER TOYS FO TODDIERS, TOY VEHICLES, TOY AIRCRAFT, TOY ROCKETS, AND TOYS, NAMELY, TOY SAND MOLES, TOY SOLIDIERS, TOY STORAGE TOYS, NAMELY, TOY SAND MOLES, TOY SOLIDIERS, TOY SHOWED TO SURVEYS, TOY SOLIDIERS, TOY SHOWED TO SURVEYS, TOY SOLIDIERS, TOY SPRONTING TOYS, NAMELY, TOY SAND MOLES, TOY SHOWED TO SPRONTING TOYS, NAMELY, TOY SAND MOLES, TOY WATERING CANS, TOY NAMELY TOY SPRONTING TOYS, NAMELY, TOY SAND MOLES, TOY WATERING CANS, TOY SPRONTING TOYS, NAMELY, TOY SOLE BASS AND TOY GOLE BALLS, TOY FRAING POLS, TOY GOLE BASS AND TOY GOLE BALLS, TOY FRAING POLS, TOY GOLE BASS AND TOY GOLE BALLS, TOY FRAING POLS, TOY HE PREVATION HELMETS, TOY FRAING POSS, AND TOY ARCHERY EQUIPMEN AND PLAYSETS CONTAINING A COMBINATION OF THE PREVATION	ChentName	J. Ltovd International, Inc.		REG	Registered
1000   1000	Anorney/vame AgentName	Kubeli vv. noke	ClassType		
Docker/Virmber 18452-1-63 REG NAT Reg  Aftizoot 9/10/2002  Docker/Virmber 18452-1-63 REG NAT Reg  Class # Class Type Goods  O28 International TOYS, NAMELY PLAY FURNITURE, PLAYSETS FOR CATCHING INSECTS. TOY ORGANIZERS, TOY STORAGE CONTAINERS, PUSI- RDDE-ON TOYS, RIDE-ON TOYS WITH PEDALS, WALKER TOYS FO TODDE-RS, TOY BOLOS, NAMELY, TOY CARGES, TOY TOKERS, TOY RDDE-ON TOYS, RIDE-ON TOYS, RIDE-ON TOYS, NAMELY, TOY SOLDIERS, TOY ACTION FIGURES, TOY ON BUCKETS, FOOL TOYS, NAMELY, TOY ACTION FIGURES, TOY ON BUCKETS, TOY SHOVELS, TOY RAKES, TOY HOES, AND TOY BUCKETS, TOY SHOVELS, TOY RAKES, TOY HOES, AND TOYS BUCKETS, TOY SHOVELS, TOY RAKES, TOY HOES, AND TOYS BUCKETS, TOY BASEBALL BATS, THE MEMETS, TOY FIRMING POLES AND TOY GOLF BALLS, TOY FIRMING POLES, AND TOY BASEBALL, BATS, THE PREVIOUS HORSENDES, TOY PRING POLES, AND TOY ARCHERY TOY HORSESHOES, TOY FIRMING POLES, AND TOY ARCHERY TOY HORSESHOES, TOY FIRMING POLES, AND TOY ARCHERY TOY HORSESHOES, TOY RING TOSS, AND TOY ARCHERY TOY HORSESHOES, TOY RING TOSS, AND TOY ARCHERY TOY HORSESHOES, TOY RING TOSS, AND TOY ARCHERY EQUIPMEN AND PLAYSETS CONTAINING A COMBINATION OF THE PREVIOUL					
Docket/Vumber 18452-1-63 REG NAT Reg bent W. Hoke  Class # Class Type Goods  O28 International TOYS, NAMELY PLAY FURNITURE, PLAYSETS FOR CATCHING INSECTS. TOY ORGANIZERS, TOY STORAGE CONTAINERS, PUSI RIDE-ON TOYS, RIDE-ON TOYS WITH PEDALS, WALKER TOYS FOR PROCRETS, TOY TRACKS, TOY STORAGES, TOY STORAGES, TOY TRACKS, TOY STORAGES, TOY STORAGES, TOY STORAGES, TOY STORAGES, TOY STORAGE CONTAINERS, TOY STORAGES, TOY ACTIONS, TOY SHOWELS, TOY SAND TOYS, TOY GARDENING TOOLS, NAMELY, TOY SHOWN STORAGES, TOY SPRAING CANS; TOY SPRAING CANS; TOY SPRAING STORAGES, TOY SPRAING STORAGES, SWINGS, TOY HOOPS, TOY SPRAING CANS; TOY SPRAING STORAGES, TOY HOURS, TOY SPRAING STORAGES, TOY SPRAING STORAGES, TOY HORSESHUES, TOY HORSESHUES, TOY HORSESHUES, TOY COLF BALLS, TOY SPRAING SOLF BALLS, TOY RING TOSS, AND TOY ARCHERY EQUIPMENT AND PLAYSETS CONTAINING A COMBINATION OF THE PREVIOUS LISTED ITEMS	PP & Design	u	76/242040	2,617,458	
Lloyd Intemational, Inc.  DocketNumber 18452-1-63 REG NAT  Doet W. Hoke  Class # ClassType Goods  O28 International TOYS, NAMELY PLAY FURNITURE, PLAYSETS FOR CATCHING INSECTS, TOY ORGANIZERS, TOY STORAGE CONTAINERS, FRIDE-ON TOYS WITH PEDALS, WALKER TOY TRUCTORS, TOY WEHICLES, TOY ANGRET, TOY CARS, TOY TRUCTORS, TOY VEHICLES, TOY ANGRET, TOY ROCKETS, AN MILITARY VEHICLES, TOY ANIMAL FIGURES, TOY SOLDIERS, ACTION FIGURES, TOY SHOVELS, TOY SAND ELS, NAMELY, RING TOYS, NAMELY, TOY BUCKETS, POOL TOYS, NAMELY, RING TOYS, NAMELY, TOY BUCKETS, POOL TOYS, NAMELY, TOY BUCKETS, POOL TOYS, NAMELY, TOY BUCKETS, TOY SHOVELS, TOY SPORTING TOYS, TOY CARDENING TOYS, TOY SPORTING TOYS, TOY WALLS, TOY BASEBALL BAY HELMETS, TOY GOLF BAGS AND TOY SOLD BALLS, TOY GOLF BAGS AND TOY ARCHERY EQUIPMENT, TOY BASEBALL, STOY GOLF BAGS AND TOY ARCHERY EQUIPMENT, TOY RING TOSS, AND TOY ARCHERY EQUIPMENT, TOY RING TOSS, AND TOY ARCHERY EQUIPMENT.  AND PLAYSETS CONTAINING A COMBINATION OF THE PREY LISTED ITEMS.	United States		4/17/2001	9/10/2002	9/10/2012
Class # ClassType Goods  O28 International TOYS, NAMELY PLAY FURNITURE, PLAYSETS FOR CATCHING INSECTS, TOY ORGANIZERS, TOY STORAGE CONTAINERS, RIDE-ON TOYS, RIDE-ON TOYS, WITH PEDALS, WALKER TOY TODDIERS, TOY VEHICLES, NAMELY, TOY CARS, TOY TRUC TRACTORS, TOY VEHICLES, NAMELY, TOY ROCKETS, AN MILITARY VEHICLES, TOY ANIMAL FIGURES, TOY SOLDIERS, ACTION FIGURES, TOY ANIMAL FIGURES, TOY SOLDIERS, TOYS, NAMELY, TOYS, NAMELY, TOY BOOKETS, POOL TOYS, NAMELY, RING TOYS AND TOY BOOKETS, POOL TOYS NAMELY, RING TOYS AND TOY BOOKETS, TOY WATERING CANS, INSECT KEEPERS, SWINGS, TOY CARDENING TOOLS, NAMELY, SPRINKLERS, TOY GOLF BASEBALL BATHERING FOOLS, TOY SHORTING EQUIPMETS, TOY BASEBALL BATHER, TOY BOOKETS, TOY BASEBALL BATHER, TOY GOLF BAGS AND TOY GOLF BAGS AND TOY GOLBALLS, TOY FISHING POLES AND TOY ARCHERY EQUIPMETS, TOY FISHING A COMBINATION OF THE PREVLISTED ITEMS	ClientName	<ol> <li>Lloyd International, Inc. Robert W. Hoke</li> </ol>		REG	Registered
INSECTS, TOY ORGANIZERS, TOY STORAGE CONTAINERS, INSECTS, TOY ORGANIZERS, TOY STORAGE CONTAINERS, INSECTS, TOY ORGANIZERS, TOY STORAGE CONTAINERS, INDECONTONS WITH PEDALS, WALKER TOY TODDLERS, TOY VEHICLES, NAMELY, TOY CARS, TOY TRUCTRACTORS, TOY BOATS, TOY AIRCRAFT, TOY ROCKETS, AN MILTRATY VEHICLES, TOY ANIMAL FIGURES, TOY SOLDIERS, ACTION FIGURES, TOY COIN BANKS, DOLL ACCESSORIES, S TOY HORE, TOY SAND MOLDS, TOY SHOVELS, TOY RAKE TOY HORE, AND TOY BUCKETS, POOL TOYS, NAMELY, RING TOYS, AND TOY BUCKETS, POOL TOYS, NAMELY, TOY BASEBALL BATH BATH BATH BATH BATH BATH BATH BATH	Anorma ji vume Anenti Name				
			International I	IRNITURE, PLAYSETS FOR CATCHERS, TOY STORAGE CONTAINER LYOYS WITH PEDALS, WALKER I LYOYS WITH PEDALS, WALKER I LYOYS WITH PEDALS, TOY TOY TOY ANIMAL FIGURES, TOY SOLDIE SOIN BANKS, DOLL ACCESSORIE OND MOLDS, TOY SHOVELS, TOY SHOWERS, TOY SHOWERS, TOY WATERING CAN MOWERS, TOY WATERING CAN MOWERS, TOY HOOPS, TOY SPORTING OY BASEBALLS, TOY BORDING OY BASEBALLS, TOY BORD TOY-LUS, TOY GOLF BAGS AND TOY-LES AND TOXALES AND TOY-RES AND TOY ACCESSORIE FOR PLAY TOY GOORS, AND TOY ARCHERY EQUING A COMBINATION OF THE PRINTING A COMBINATION OF THE PRIN	HING SE, PUSH O'YS FOR SUCKS, TOY AND TOY SE, SAND RAKES, ING TOSS SIL TOY SE; TOY SE; TOY SHOUSLY SEVICUSILY

MarkName		Applica	Application Number	RegistrationNumber	nber	PublicationDate
CountryName		Applic	ApplicationDate	RegistrationDate	ate	ExpirationDate
PUSH, PED	PUSH, PEDAL & RIDE TRIKE & Design		75/495611	2,236,857		en state of the property states to be a second or the second of the second or the seco
United States		_	6/3/1998	4/6/1999		4/6/2009
ClientName 4 HomenNama	J. Lloyd International, Inc. Robert W. Hoke	DocketNumber	18452-1-65	REG	NAT	Registered
Agentivame		Class # ClassType 6	Goods			
The second reason second secon		012 International TRICYCLES DESIGNED TO DEVELOP PEDALING SKILLS IN TODDLERS	S DESIGNED TO I	DEVELOP PEDALIN	G SKILLS IN	
RUBY'S & Design	Jesign	2	73/243860	1,175,688		Army services account community conscipes personal to the continue of
United States		÷	12/26/1979	11/3/1981		
ClientName	য়, Lloyd International, Inc.	DocketNumber	18452-1-66	REG	NAT	Registered
Anorneywame AcontName		Class # Class Type 6	Goods			
		002 International COLORING FOR EGG SHELLS	3 FOR EGG SHELL	8		
SCOOT & GO	0.0	the state of the s	75/625781	2,409,372		man come come come come come come come come
United States		<del></del>	1/20/1999	11/28/2000		11/28/2010
ClientName	J, Lloyd International, Inc.	DocketNumber	18452-1-68	REG	NAT	Registered
AttorneyName AcontName	Rabert W. Hoke	Class # ClassType 6	Goods			
	The state of the s	028 International 'TOYS, NAMELY TODDLER RIDE-ON TOYS	MELY TODDLER R	IDE-ON TOYS		
SIGNATUR	SIGNATURE KIDS & Design		78/548712	2,874,104		ere eremen telebro (month davide descrip on her ber brown to
United States		~	8/29/2003	8/17/2004		8/17/2014
ClientName	J. Lloyd International, Inc.	DocketNumber	18452-1-69	REG	NAT	Registered
Attorney/vame Avent/vame	Nobell W. Hake	Class # ClassType C	Goods			
		028 International TOY CAMERAS	ERAS			

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### J. Lloyd International, Inc.

SILLY SURFERS & Design United States ClientName AgentName SILLY SURFERS & Design AgentName AgentName ClientName AgentName AgentName AttorneyName Sobert W. Hoke AttorneyName AgentName AgentName AgentName AgentName AgentName AgentName AgentName	ign ional, Inc.  Class # 016 028	ApplicationDate 78/980456	RegistrationDate	ExpirationDate
	i, inc.	78/980456		TO SERVICE STREET, STR
<u>.                                    </u>	onal, inc.		3,514,380	
	onal, Inc.	12/14/2005	10/7/2008	10/7/2018
		DocketNumber 18452-1-155	Z NAT	Registered
	016	# ClussType Goods		
ij	028	International TRADING CARDS		
<b>E</b>		International TOY MODEL HOBBYCRAFT KITS	KITS	
	ign	78/773281		
		12/14/2005		
	lional, Inc.	Docket/Number 18452-1-71	Z NAT	Filed
No. 1006 000 000 000 000 000 000 000 000 00	Class #	t ClassType Goods		
And other than the same and the	016	International TRADING CARDS IDeleted - Divided out to new app.	Divided out to new app.	
this little the erry tree grows down distinct when these trees the	025	International BASEBALL CAPS; JACKETS; SHORT-SLEEVED OR LONG-SLEEVED 1-SHIRTS	SHORT-SLEEVED OR LOI	4G-SLEEVED 1.
	028	International TOY MODEL HOBBYCRAFT KITSIDeleted - Divided out to new appl	<its[deleted -="" divided="" out="" p="" to<=""></its[deleted>	new app]
SNAP FIT		78/616845	3,082,424	des il tes illes de la company de
United States		4/26/2005	4/18/2008	4/18/2016
	lional, Inc.	DocketNumber 18452-1-103	REG NAT	Registered
AttorneyName Robert W. Hoke	Class #	# ClassType Goods		
	028	International TOY MODEL HOBBY CRAFT KITS	KITS	
SPINE RACERS		76/488726	2,846,210	to contain manage and the contain tensor contain the contain the contains the conta
United States		2/10/2003	5/25/2004	5/25/2014
	tionat, Inc.	DocketNumber 18452-1-73	REG NAT	Registered
AtorneyName Koben W. Hoke AgentName	Class # 028	# ClassType Goods International TOY VEHICLES		
	The same area and the same area and the same area and the same area.		The state of the s	C) CHANGE AND
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# TRADEMARKS FOR OWNER

### J. Lloyd International, Inc.

STROMBECKER United States ClientName AgentName SUPERIOR United States ClientName  3. Llovd International, Inc. AttarneyName J. Llovd International, Inc. AttarnomeyName J. Llovd International, Inc. AttorncyName Robert W. Hoke	onal, Inc.	of Carefordian	RegistrationDate	FrairdionDate
X	onal, Inc.		TIPLE TO THE STATE OF THE STATE	
ne R	onal, Inc.	72/023180	0,652,689	A. A. C.
ne 78 ne	onal, Inc.	1/24/1957	10/8/1957	10/8/2017
# N		DocketNumber 18452-1-74	REG NAT	Registered
۳ » ا	Class # ClassType	)spe Goods		
-	028 International		DUCAT	IRNITURE;
-		77/068172	3,289,174	and the second common and the second district district and the second
-		12/20/2006	9/4/2007	9/4/2017
	onal, Inc.	Docket/Vumber 18452-1-111	Z NAT	Registered
AgentName	Class # Class lype	ype Goods		
APP albert errein errein berein combine service errein menne minere menne egypti	028 Internatio	International TOYS, NAMELY TOY COIN BANKS AND GUMBALL MACHINES	SANKS AND GUMBALL MACHI	NES
SUZY HOMEMAKER		75/194800	2,385,873	Moreon Company Commun. and the contract contract property (commun.)
United States		11/7/1996	9/12/2000	9/12/2010
	,	DocketNumber 18452-1-75	REG NAT	Registered
AttorneyName Robert W. Hoke	;			
AgentName	Class # ClassType	ype Goods		
	028 International		CHILDREN'S TOYS, NAMELY, HOUSEKEEPING TOYS, NAMELY, BROOMS, MOPS, DUST PANS, CARPET SWEEPERS, DUSTERS, ROLE PLAY ACTION TOYS, TEA SETS, COOK AND BAKE OVENS; DOLLS, DOLL CARE SETS COMPOSED OF BABY BOTTLES, BIBS, PLAY DISHES, PLAY FOOD, PLAY PACIFIERS, DRESS-UP TOYS COMPOSED OF PURSES, COSTUMES, SHOES, HATS, JEWELRY; HAIR CARE PRODUCTS, NAMELY, BRUSHES, COMBS, WIGS; APPLIANCES, NAMELY, MIXERS, BLENDERS, OVENS, TOASTERS, BATTERY-OPERATED ACTION 10VS; TOY ACTION FIGURES; PLUSH TOYS, SOFT SCULPTURE TOYS: STUFFED TOYS.	MELY, STERS, OVENS; OVENS; PE BIBS, PTOYS WELRY; MGS; AASTERS; RES; PLUSH

J. Lloyd International, Inc.

TEENY TINY BUBBLES	MarkName			Application Number		RegistrationNumber	mber	PublicationDate
NAY BUBBLES	CountryName			Application	Date	RegistrationD	ate	ExpirationDate
## Robert W. Hoke    Class # ClassType   Goods   FEG   NAT   Reg   Closest   Class   Class	TEENY TINY	BUBBLES		76/5101	03	2,864,463		
J. Llovd International, Inc.   Docket/Number 18452-1-76   REG NAT Reg	United States			4/28/20	03	7/20/2004		7/20/2014
Class # ClassType   Goods   10/30/2001   11/22/1999   11/22/1999   1	ClientName	J. Llovd International, Inc.	Docke		8452-1-76	REG	NAT	Registered
11/22/1999   10/30/2001   1/122/1999   10/30/2001   1/122/1999   10/30/2001   1/122/1999   10/30/2001   1/122/1999   1/1	Anorneyivame AventName	Nubel VV. Hone	Class # ClassType	Goods				
11/12/1999	c		International	BUBBLE MAKING	TOYS			
J. Lloyd International, Inc.         Docket/Number         18452-1-78         REG         NAT         Reg           Robert W. Hoke         Class # ClassType         Goods         1,885.191         Reg         NAT         Reg           OY         A 1 Lloyd International, Inc.         Docket/Number         18452-1-79         REG         NAT         Reg           Robert W. Hoke         Class # ClassType         Goods         600ds         SA23/1995         AT REG         NAT         Reg           Robert W. Hoke         Class # ClassType         Goods         Goods         SA23/1995         AT REG         NAT         Reg           Robert W. Hoke         Class # ClassType         Goods         SA22/1-79         REG         NAT         Reg           Robert W. Hoke         Class # Clas	TILT N TUR	2		75/8550	910	2,501,412		
J. Lloyd International, Inc.         Docket/Vumber         18452-1-78         REG         NAT           Robert W. Hoke         Class #         Class Type         Goods         1,885,191           OY         74/504322         1,885,191         1,885,191           Ay         3/23/1994         5/23/1995           J. Llowd International, Inc.         Docket/Vumber         18452-1-79         REG         NAT           Robert W. Hoke         Class #         Class Type         Goods         Goods         Goods         And Decket Schol Dispensers; TOPS; GARDEN TOO SHOWEN THE MAINS; CANDY DISPENSERS; TOPS; SAND MOUSH THE MAINS; CANDY DISPENSERS; TOPS; SAND MOUSH THE MAINS; CAND HELMETS, BATTING HELMETS; BATTING HOLD HELMETS; BATTING HOLD HELMETS; BATTING HELMETS; BATTING HOLD HELMETS; BATTING	United States			11/22/1	666	10/30/2001		10/30/2011
Class # ClassType   Goods	ClientName	J. Eloyd International, Inc.	Docke		8452-1-78	REG	NAT	Registered
TOY	Attorney/vame Avent/vame	Kobell W. Hoke	Class # ClassType	Goods				
TOY  323/1994  323/1994  J. Llovd International, Inc.  Bocket/Number  18452-1-79  REG NAT  Bocket/Number  18452-1-79  REG NAT  Class # Class Type  Goods  OTHER COIN BANKS A  OTHER COIN BANKS, CANDY DISPENSERS, TOPS, SAND MOJ SHOVELS, BUCKETS AND OTHER SAND TOYS, GARDEN TOO SHOVELS, BUCKETS AND OTHER SAND THE PREVIOUSLY LIS BASEBALL BATS SETS INCLUDING THE PREVIOUSLY LIS BASEBALL ITEMS, AND GOLF, FISHING, HOCKEY, BADMINTEL TOSS, AND ARCHERY SPORTING EQUIPMENT AND PLAYSET INCLUDING THE PREVIOUSLY LISTED SPORTING EQUIPMENT	5			TOY VEHICLES A	AND TOY AC	TION FIGURES		
J. Lloyd International, Inc.  Docket/Winder 18452-1-79 REG NAT  Robert W. Hoke  Class # Class Type Goods  OTHER COIN BANKS A OTHER SAND TOYS, GARDEN TOO SHOWERS, TOPS; SAND MOJ SHOWERS, EATTING BANKS, CANDY DISPENSERS, TOPS; SAND MOJ SHOWERS, BATTING BASEBALLE, BASEBALL BATTS, BATTING AND BASEBALL BATS INCLUDING THE PREVIOUSLY LISE BASEBALL BATS SHOUNGLY LISE BASEBALL BATS SHOWENT AND PLAYSET TOSS, AND ARCHERY SPORTING EQUIPMENT AND PLAYSET INCLUDING THE PREVIOUSLY LISE BASEBALL TEMS. AND ARCHERY SPORTING EQUIPMENT AND PLAYSET INCLUDING THE PREVIOUSLY LISTED SPORTING EQUIPMENT.	TIM MEE TO	λ(		74/504	322	1,895,191		COMPANY COMPAN
L. Llovd International, Inc.  Docket/Number 18452-1-79 REG NAT  Class # Class Type Goods  Class # Class Type Goods  OTHER COIN BANKS AID TOYS, NAMELY TOY TELEPHONES; GUMBALL COIN BANKS AID SHOWED STRING HELMETS, BATTING SHOVETS AND OTHER SAND TOYS; GARDEN TOO BASEBALL SHOWED STRING HELMETS, BATTING HELMETS, BATTING HELMETS, BATTING AND BASEBALL PLAY SETS INCLUDING THE PREVIOUSLY LISE BASEBALL ITEMS; AND GOLF, FISHING, HOCKEY, BADMINTER TOSS, AND ARCHERY SPORTING EQUIPMENT AND PLAYSET INCLUDING THE PREVIOUSLY LISTED SPORTING EQUIPMENT.	United States			3/23/16	194	5/23/1995		
Class # ClassType	ClientName	J. Lloyd International, Inc. Robert W. Hote	Dock		8452-1-79	REG	NA⊤	Registered
028 International	AventName	2001	Class # ClassType	Goods				
				TOYS, NAMELY, OTHER COIN BA SHOVELS, BUCK BASEBALLS, BA AND BASEBALL BASEBALL TOSS, AND ARC INCLUDING THE	TOY TELEPH NKS; CAND' (ETS AND O SEBALL BAT PLAY SETS S; AND GOL HERY SPOS	HONES: GUMBALL Y DISPENSERS; TY THER SAND TOYS THER SAND TOYS INCLUDING THE F F, FISHING, HOCK TING EQUIPMENT Y LISTED SPORT	COIN BANKS OPS; SAND MO S; GARDEN TO METS, BATTING REVIOUSLY L (EY, BADMINT T AND PLAYSE ING EQUIPME	AND OLDS, OCLS, G TEES, LSTED EN, RING ETS

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### J. Lloyd International, Inc.

MarkName	ApplicationNumber	RegistrationNumber	Publication Date
CountryName	АррlісайонDate	RegistrationDate	ExpirationDate
TIM MEE TOY	74/441949	1,911,542	
United States	9/29/1993	8/15/1995	
CitentNume J. Lloyd International, Inc.	DocketNumber 18452-1-80	REG NAT	Registered
Apentyome	Class # ClassType Goods		
	028 Infernational TOYS, NAMELY DOLL ACC AND OTHER TOY FIGURE. ROCKETS AND OTHER TO TOOLS, PLAY HATS AND AND PLAYSETS CONTAIN LISTED ITEMS	TOYS, NAMELY DOLL ACCESSORIES, TOY ANIMALS, TOY SOLDIERS AND OTHER TOY FIGURES, TOY CARS, TRUCKS, BOATS, AIRCRAFT, ROCKETS AND OTHER TOY VEHICLES, PLAY FURNITURE, TOY TOOLS, PLAY HATS AND HELMETS, I TOY GUNS, I RIDE-ON TOYS AND PLAYSETS CONTAINING A COMBINATION OF THE PREVIOUSLY LISTED ITEMS	YY SOLDIERS S. AIRCRAFT, IE, TOY ON TOYS PREVIOUSLY
TIMELESS BUBBLES	77/016350	3,273,577	
United States	10/7/2006	8/7/2007	8/7/2017
ClientName J. Llovd International, Inc.	DocketNumber 18452-1-93	REG NAT	Registered
AttorneyName Robert W. Hoke	Ę		
AgentNume	Cluss # ClassType Goods		
	028 International BUBBLE-BLOWING TOYS PRIMARILY FOR CHILDRE	BUBBLE-BLOWING TOYS AND BUBBLE-FORMING FLUID INTENDED PRIMARILY FOR CHILDREN'S USE	INTENDED
TOOTSIETOY	71/411525	0,365,092	
United States	10/12/1938	2/21/1939	
ClientName J. Lloyd international, Inc.	DocketNumber 18452-1-82	2 REG NAT	Registered
AttorneyName Robert W. Hoke			
AgentName	Cuss # Cuss Ppe Cubus		
	028 International MINIATURE TOYS AND NC TRUCKS, TRACTORS, AEI IZEPPELINS, TRAINS, CA HOUSES, BADGES, WHIS PISTOLS, ITELEPHONES, SCALES, BATH-ROOM FIX	MINIATURE TOYS AND NOVELTIES, INCLUDING AUTOMOBILES, TRUCKS, TRACTORS, AEROPLANES, BOATS, SUBMARINES, IZEPPELINSI, TRAINS, CANNON, DISHES, FURNITURE, DO'LL-HOUSESI, BADGES, WHISTLES, IBASKETBALL IN MINIATUREI, GUNS, PISTOLS, ITELEHONES, DERRICKS, LADDERS, SCALES, BATH-ROOM FIXTURES, ANDFORTUNE-TELLING SETSI	OBILES, NES, DOLL- TUREI, GUNS, ADDERS, NG SETSI

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CountryName TOOTSIETOY United States						
TOOTSIETOY United States	PARTIENNES PROFESSOR STANDARD		ApplicationDate	Jate	RegistrationDate	ExpirationDate
United States			71/530477	7	0,505,201	
			8/5/1947		12/28/1948	
ClientName J. Ll	J. Lloyd International, Inc. Robert W. Hoke	Dock	DocketNumber 18	18452-1-81	REG NAT	T Registered
		Class # ClassType	Goods			
<b>c</b>		028 International	MINIATURE TOYS AEROPLANES, BC CANNONS, DISHE CHILDREN'S BASH ENGINES, DERRIC	NAMELY, A NATS, SUBN S, DOLL-HC KETBALLS, KS, LADDE	MINIATURE TOYS-NAMELY, AUTOMOBILES, TRUCKS, TRACTORS, AEROPLANES, BOATS, SUBMARINES, ZEPPELINS, TRAINS, CANNONS, DISHES, DOLL-HOUSES, BADGES, WHISTLES, CHILDREN'S BASKETBALLS, GUNS, PISTOLS, TELEPHONES, FIRE-ENGINES, DERRICKS, LADDERS, SCALES, BATH-ROOM FIXTURES.	(S, TRACTORS, TRAINS, STLES, PHONES, FIRE- OOM FIXTURES,
			FORTUNE-TELLIN DINING-ROOM SE DRESSERS, TABI	G SETS, LIN TS, ROCKE ES, BEDS, 7	FORTUNE-TELLING SETS, LIVING-ROOM SUJTES, BEDROOM SUJTES, DINING-ROOM SETS, ROCKERS, CHAIRS, DAVENPORTS, DESKS, DRESSERS, TABLES, BEDS, AND OTHER TOY FURNITURE	JEDROOM SUITES, ORTS, DESKS, NITURE
TOOTSIETOY A & Design	TOOTSIETOY AMERICA'S OLDEST TOY COMPANY & Design	TOY COMPANY	78/781527		3,366,905	There was the control of the control
United States			12/28/2005	35	1/8/2008	1/8/2018
	J. Lloyd International, Inc.	Dock	DocketNumber 18	18452-1-83	Z NAT	T Registered
AttorneyName 1405	кореп VV, Ноке	Class # ClassType	Goods			
Ngama dina		028 International	BUBBLE MAKING MULTIPLE ACTIVI ACCESSORIES I MODELED PLAST PADDLE BALL GA SAND TOY'S TOY GUNS; TOY HOLS TOY VEHICLES A	WAND AND TY TOYS; C OLL CLOTH- HEREFOR; I IC TOY FIGI MES; PULL AIRPLANE; TERS; TOY	BUBBLE MAKING WAND AND SOLUTION SETS; CHILDREN'S MULTIPLE ACTIVITY TOYS; CONSTRUCTION TOYS; DOLL ACCESSORIES; DOLL CLOTHING; DOLL FURNITURE; DOLLS AND ACCESSORIES THEREFOR; INFLATBLE TOYS; JUMP ROPES; MODELED PLASTIC TOY FIGURINES; MOLDED TOY FIGURES; PADDLE BALL GAMES; PULL TOYS; PUSH TOYS; RIDE-ON TOYS; SAND TOYS; TOY AIRPLANES; TOY FIGURES; TOY FURNITURE; TOY GUNS; TOY HOLSTERS; TOY PISTOLS; TOY PUTTY; TOY VEHICLES, TOY WEAPONS	ILDREN'S ; DOLL E; DOLLS AND MP ROPES; f FIGURES; IDE-ON TOYS; FURNITURE; TOY '; TOY VEHICLES; OY WEAPONS

Trademarks by Owner

# TRADEMARKS FOR OWNER

### J. Lloyd International, Inc.

Country/Name   TootTSIETCY FUNE. PURE AND SIMPLE & Design   T99638127   2,464,923   T732001	MarkName		ApplicationNumber	RegistrationNumber	PublicationDate
Toy FUN PURE AND SIMPLE & Design   756836127   2,464,923	CountryName		ApplicationDate	RegistrationDate	ExpirationDate
1. Lloyd International, Inc.   DocketNumber   18452-1-25   REG   NAT   Reg     2. Lloyd International, Inc.   DocketNumber   18452-1-25   REG   NAT   Reg     3. Lloyd International, Inc.   DocketNumber   18452-1-25   REG   NAT   Reg     4. Lloyd International, Inc.   Class # ClassType   Goals     5. Lloyd International, Inc.   Class # ClassType   Goals     6. Lloyd International, Inc.   DocketNumber   18452-1-25   REG   RALL AND JACKS     8. Lloyd International, Inc.   DocketNumber   18452-1-35   READS     9. Lloyd International, Inc.   DocketNumber   18452-1-39   C	TOOTSIETC	OY FUN PURE AND SIMPLE & Desi	••	2,464,923	
J. Lloyd International, Inc.   DocketNumber   18452-1-25   REG   NAT   Registry	United States		2/8/1999	7/3/2001	7/3/2011
Robert W. Hake	ClientName			REG	Registered
Class # ClassType Goods  O28 International CHILDREN'S TOYS, NAMELY, DIE-CAST VEHICLES, PLASTIC VEHICLES, MOTOWIRED VEHICLES, BUEBLE-BLOWING TOYS, BUBBLE BLOWING SOLUTION, JUMP ROPES, BALL AND JACKS SET'S, PADDLE BALLS, HIGH BOUNCE BALLS, BENDABLE FIGURE TOY BANKS, PUTTY, YO-YOS BALLOON BLOWING MITS PADDLE BALLS, MARBLES, BUBBLE MAKING WAND AND SOLUTION SETS, TOY COSMETICS, TOY COSMETICS, TEA SETS, IMITATION FOOD, COOKING SET'S, CLEANING ROLE FLAY TOYS, FOOD AND DRINK PREPARATION SETS, TOY COSMETICS, TOY CAP GUINS, TOY CAP GUN ACCESSORIES, WESTERN OUTFITS, BUILDING BLOCKS, MAGNETIC BOARDS, CHALK BOARDS, MAGNETIC NUMBERS AND LETTERS, POUNDING BENCHES, BEADS, BATH TOYS, EGG COLORING KITS, EASTER NOWELTY TOYS, YO-YO'S, MARBLES, ACTION FIGURES, PLAY PUTTY, PLASTIC BALLOONS, AND WOOD BUILDING BLOCKS ALLOON AND ACCOUNTING BENCHES, BEADS, BATH TOYS, EGG COLORING KITS, EASTER NOWELTY TOYS, YO-YO'S, MARBLES ALLANDON BLOCKS ALLOON AND ACCOUNTING BENCHES, BEADS, BATH TOYS, EGG COLORING KITS, EASTER NOWELTY TOYS, YO-YO'S, MARBLES ALLANDON BLOCKS ALLOON AND ACTION FIGURES, PLAY PUTTY, PLASTIC BALLOONS, AND WOOD BUILDING BLOCKS ALLOON AND ACCOUNTING KITS, EASTER NOWELTY TOYS, YO-YO'S, MARBLES ALLANDON BLOCKS ALLOON AND ACCOUNTING KITS, EASTER NOWELTY TOYS, YO-YO'S, MARBLES ALLOON ALLOON AND ACCOUNTING KITS, EASTER NOWELTY TOYS, YO-YO'S, MARBLES ALLOON ALLOON AND ACCOUNTING KITS, EASTER ALLOON AND ACCOUNTING KITS, BATH TOYS ALLOON AND ACCOUNTING KITS, BATH TOYS, TOY AND ACCOUNTING CONTROLLED TOY VEHICLES BATH AND ACCOUNTING KITS, BATH TOYS BATH AND ACCOUNTING KITS, BATH AND ACCOUNTING CONTROLLED BAND REMOTE CONTROLLED.	AttorneyName	Robert W. Hake			
Color   Colo	Agentivame				
ATION  ATION  AUTION	'ASCHILLIANTE				!
VEHICLES, MOTORIZED VEHICLES, BUBBLE-BLOWING TOYS, BUBBLE BLOWING SOLUTION, JUNIP ROPES, BALL, AND JAGKS SETS, PADDLE BALLS, HIGH BOUNCE BALLS, BENDABLE FIGURE TOY BANKS, PUTTY, YO-YOS, BALLOON BLOWING KITS, PADDLE BALLS, MARBLES, BUBBLE MAKING WAND AND SOLUTION SETS, TOY T'EA SETS, TOY COSMETICS, TEA SETS, IMITATION FOOD, COOKING SETS, CLEANING ROLE PLAY TOYS, FOOD AND DRINK REPARATION SETS, TOY COSMETICS, TOY CAP GUNS, TOY CAP GUN ACCESSORIES, WESTERN OUTFITS, BUILDING BLOCKS, MARBLES, ACTION FIGURES, PLAY PUTTY, PLASTIC BALLOONS, AND WOOL BUILDING BLOCKS J. Llovd International, Inc.  BOOCHERNING KITS, EASTER NOVELTY TOYS, YO-YO'S, MARBLES, ACTION FIGURES, PLAY PUTTY, PLASTIC BALLOONS, AND WOOL BUILDING BLOCKS  J. Llovd International, Inc.  BOOCHERNUMBER  A144/2004  3,399,371  414/2004  A14622-1-99  Z NAT REG  Guods  Guods  Guods  REPARATION FIGURES  CLEANING ROLE PLAY TOYS, TOY CAP GUNS, TOY COOKING BENCHS, BEAD TOY COOKING BLOCKS, ATT TOY COOKING BENCHS, BEAD TOY COOKING BLOCKS, ATT TOY CAP GUNS, TOY CAP GUNS, TOY COOKING BLOCKS, ATT TOY CAP GUNS, TOY COOKING BLOCKS, ATT TOY COOKING BLOCKS, ATT TOY CAP GUNS, TOY CAP GUNS, TOY COOKING BLOCKS, ATT TOY COOKING BLOCKS, ATT TOY CAP GUNS, TOY COOKING BLOCKS, ATT TOY				Y. DIE-CAST VEHICLES, PLAS	TIC
## Robert W. Hoke  J. Lidord International, Inc.  ### Robert W. Hoke  ### Class/Type  Good/Robert B. August B.					320
SETS, PADDLE BALLS, HIGH BOUNCE BALLS, BENDABLE FIGURE TOY BANKS, PUTTY, YO-YOS, BALLOON BLOWING NETS, TOY BADDLE BALLS, MARBLES, BUBBLE MAKING WAND AND SOLUTION SETS, TOY TOKEN BATCHOS WENTS, TOY CORNETTOS, TOY CORNETTOS, TOY CAR GUNS, TOY			RUBBI F BLOWING SOLLIT	CONTRACTOR DESCRIPTION OF THE PRINCE OF THE	10.00 16.00km
TOY BANKS, PUTTY, YO-YOS, BALLOON BLOWING KITS, PADDLE BALLS, MARBLES, BUBBBLE MAKING WAND AND SOLUTION SETS, TOY TEAS SETS, INITATION FOOD, COOKING SETS, TOY COSMETICS, TEA SETS, IMITATION FOOD, COOKING SETS, TOY COSMETICS, TOY CAP GLINS, TOY CAP TOY TOY TOY TOYS, TOY CAP TOY TOY TOY TOY. TOY CAP TOY			SETS, PADDLE BALLS, HIG	H BOUNCE BALLS, BENDABLI	FIGURES.
AATION  Robert W. Hoke  Class # Robert W. Hoke  Class # Class # Robert W. Hoke  Class # Class # Class # Robert Control Edition   Repairs    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Control Edition    Class # Class # Class # Class # Class # Control Edition    Class # Clas			TOY BANKS, PUTTY, YO-Y	OS, BALLOON BLOWING KITS	PADDLE
COOKING SETS, CLEANING ROLE PLAY TOYS, FOOD AND DRINK PREPARATION SETS, TOY COS GUNS, TOY CAP CLICED TOY VEHICLES			TOY TEA SETS, TOY COSIN	AETICS, TEA SETS, IMITATION	FOOD,
ACTION  ACTION			COOKING SETS, CLEANING PREPARATION SETS TOY	G ROLE PLAY TOYS, FOOD AN	ID DRINK
MAGNETIC BOARDS, CHALK BOARDS, MAGNETIC NUMBERS AND LETTERS, POUNDING BENCHES, BEADS, BATH TOYS, EGG COLORING KITS, EASTER NOVELTY TOYS, YO-YO'S, MARBLES, ACTION FIGURES, PLAY PUTTY, PLASTIC BALLOONS, AND WOOD BUILDING BLOCKS  J. Llovd International, Inc.  BOCKET/Number 18462-1-99 Z NAT Reg  Cluss # ClassType Goods  O28 International RADIO CONTROLLED AND REMOTE CONTROLLED TOY VEHICL.ES			GUN ACCESSORIES, WES	TERN OUTFITS, BUILDING BLO	OCKS.
Let New   Class   Pack   Course   Cou			MAGNETIC BOARDS, CHAL	K BOARDS, MAGNETIC NUMB	IERS AND
ACTION FIGURES, PLAY PUTTY, PLASTIC BALLOONS, MAN WOOD BUILDING BLOCKS   3,399,371   4/14/2004   3/18/2006   3/18/2006   3/18/2006   3/18/2006   3/18/2006   3/18/2006   3/18/2006   3/18/2006   3/18/2006   Class # Class Type   Goods   Class # Class Type   Goods   Control LED AND REMOTE CONTROL LED TOY VEHICLES			COLORING KITS FASTER	ICHES, BEADS, BATH TOYS, E	00 11 12 13 13 14 14 15 16 16 16 16 16 16 16 16 16 16 16 16 16
### Robert W. Hoke    Class #   Class Type   Control   C			ACTION FIGURES, PLAY P	UTTY, PLASTIC BALLOONS, AI	ND WOOD
J. Llovd International, Inc.         Docket/Number         18452-1-99         Z         NAT         Reg           Tell Robert W. Hoke         Class # Class Type         Goods         Goods         028         International RADIO CONTROLLED AND REMOTE CONTROLLED TOY VEHICLES			BUILDING BLOCKS		
4/14/2004 3/18/2008  J. Lloyd International, Inc. DocketNumber 18452-1-99 Z NAT Reg  The Robert W. Hoke Class # ClassType Goods  028 International RADIO CONTROLLED AND REMOTE CONTROLLED TOY VEHICLES	URBAN NA	NOIL	78/401721	3,399,371	
J. Llovd International, Inc. DocketNumber 18452-1-99 Z NAT  Robert W. Hoke Class # ClassType Goods  028 International RADIO CONTROLLED AND REMOTE CONTROLLED TOY VEHIC	United States		4/14/2004	3/18/2008	3/18/2018
ne       Robert W. Hoke       Guss # ClassType       Goods         028       International RADIO CONTROLLED AND REMOTE CONTROLLED TOY VEHIC	ClientName	J. Lloyd International, Inc.		2	Registered
Class#	AttorneyName	Robert W. Hoke			•
028	ApentName	Class # Class			
			tional RADIO CONTROLLED AND	REMOTE CONTROLLED TOY	VFHICI ES

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# TRADEMARKS FOR OWNER J. Lloyd International, inc.

MarkName		ApplicationNumber	RegistrationNumber	PublicationDate
CountryName		ApplicationDate	RegistrationDate	ExpirationDate
WASHINGTON MINT	LNIM NC	78/810099	3,366,948	
United States		2/8/2006	1/8/2008	1/8/2018
ClientName	J. Lloyd International, Inc. Robert W. Hobs	DocketNumber 18452-1-95	Z NAT	Registered
Agentlyame		Class # ClassType Goods		
3		028 International MODEL CARS; TOY MODEL CAR TOY MODEL KIT CARS; TOY MO ACCESSORIES SOLD AS UNITS	MODEL CARS; TOY MODEL CARS; TOY MODEL HOBBYCRAFT KITS; TOY MODEL KIT CARS; TOY MODEL VEHICLES AND RELATED ACCESSORIES SOLD AS UNITS	RAFT KITS; ATED
		[Deleted in Extens of Time fil FIGURINES; SCALE MODE	IDeleted in Extens of Time filed 5/7/071 - MODELED PLASTIC TOY FIGURINES; SCALE MODEL AIRPLANES; TOY MODEL TRAIN SETS	S TOY AIN SETS
WEIRD-OHS		77/391505	3,498,800	
United States		2/7/2008	9/9/2008	9/9/2018
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-153	3 REG NAT	Registered
AventName AventName	NODEL VV. HONG	Class # ClassType Goods		
		016 International TRADING CARDS		
	and the state of t	028 International TOY ACTION FIGURES		
WEIRD-OHS & Design	ያ & Design	74/409344	1,826,474	
United States		7/6/1993	3/15/1994	
ClientName	J. Lloyd International, Inc.	DocketNumber 18452-1-86	REG NAT	Registered
AttorneyName AgentName	Robert W. Hoke	Class # ClassType Goods		
:		028 International TOYS; NAMELY, CONSTRUCTIONAL HOBBY KITS FOR MAKING CARICATURE MODELS OF FIGURES AND VEHICLES	TOYS; NAMELY, CONSTRUCTIONAL HOBBY KITS FOR M CARICATURE MODELS OF FIGURES AND VEHICLES	AKING

# TRADEMARKS FOR OWNER

#### J. Lloyd International, inc.

Country Name     Application Da       WONDER & Design     71/616762       United States     Cilent Name     J. Lloyd International, Inc.     Docket Number 18455       Attorney Name     Röbert W. Hoke     Class # Class Type     Goods       Agent/Name     Class # Class Type     Goods       WONDER GRIP     BUBBLE BLOWING K       WONDER GRIP     75/798553       United States     9/14/1999	Appli  T.Number  LIQUID BL  BLOWING  BUBBLE E	NAT Registered  LASTIC BUBBLE B AS TONS
n International, Inc. W. Hoke Class # 028	71/616762 0,554,476	NAT Registered LASTIC BUBBLE 3 DEVICES AND AS TOVES
International, Inc. W. Hoke  Class #  028	7/24/1961  DocketNumber 18452-1-88 REG  ClassType Goods  ternational LIQUID BUBBLE BLOWING COMPOSITIONS, PL BLOWING COMPOSITIONS, BUBBLE BLOWING BUBBLE BLOWING RTS FOR CHILDREN'S USE	NAT Registered LASTIC BUBBLE B DEVICES AND A STOVS
International, Inc. W. Hoke  Class #  028	DocketNumber 18452-1-88 REG  ClassType Goods  Ternational LIQUID BUBBLE BLOWING COMPOSITIONS, PL BLOWING COMPOSITIONS, BUBBLE BLOWING BUBBLE BLOWING KITS FOR CHILDREN'S USE	NAT Registered LASTIC BUBBLE 3 DEVICES AND A STOVES
W. Hoke  Class #  028	ClassType Goods  Ternational LIQUID BUBBLE BLOWING COMPOSITIONS, PL BLOWING COMPOSITIONS, BUBBLE BLOWING BUBBLE BLOWING KITS FOR CHILDREN'S USE	LASTIC BUBBLE 3 DEVICES AND F AS TOWS
028	ternational LIQUID BUBBLE BLOWING COMPOSITIONS, PL BLOWING COMPOSITIONS, BUBBLE BLOWING BUBBLE BLOWING KITS FOR CHILDREN'S USE	LASTIC BUBBLE 3 DEVICES AND F AS TOYS
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	9/14/1999	7/2/2012
ClientName J. Lloyd International, Inc. DocketNumber 18455	DocketNumber 18452-1-89 REG	NAT Registered
Class #		

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#### Strombecker Corporation

MarkName		Appli	icationNumber	ApplicationNumber RegistrationNumber	PublicationDate
CountryName		Api	ApplicationDate	RegistrationDate	ExpirationDate
TOOTSIETOY	<b>\</b>		32338/90	2 468 752	
Japan			3/22/1990	10/30/1992	
ClientName	J. Lloyd international, Inc.	DocketNumber	ber 18452-1-F32	REG NAT	Registered
AttorneyName	Robert W. Hoke				
AgentiName		Class # ClassType	Goods		
C		028 International			
manual parameter personal field of success	THE RESERVE ASSESSMENT				
Criteria	#Name?				

RECORDED: 01/06/2009

#Name?

Order by Owner then

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Record Count